

United States
Circuit Court of Appeals

For the Ninth Circuit.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

REGISTER PUBLISHING CO., Ltd., a corpo-
ration,
Respondent.

Transcript of Record
In Two Volumes

VOLUME II
Pages 339 to 626

Upon Petition for Enforcement of an Order of the National
Labor Relations Board

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PAUL P. O'BRIEN,
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GEORGE WILLIAM DUKE,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan) State your full name, please. [191]

A. George William Duke.

Q. And your address?

A. 306 South Parton Street, Santa Ana.

Q. What is your occupation, Mr. Duke?

A. I am at present employed as advertising manager of the Burns, Cuboid Company, 414 East Fourth Street, Santa Ana.

Q. What is the nature of your business?

A. Manufacturers of foot appliances.

Q. Were you ever employed by the Register Publishing Company in its publication of the Santa Ana Register? A. Yes, sir.

Q. How long were you employed by that company? A. Approximately 18 years.

Q. Do you mean by that that you were employed on the newspaper itself for 18 years, or that you were employed by the company, the Register Publishing Company, Ltd., for 18 years?

A. I was employed by the Register Publishing Company for 18 years and worked in their newspaper composing room during that time.

Q. When you first began working on the Santa

(Testimony of George William Duke.)

Ana Register, was it owned by the same people that now own the paper? A. No, sir.

Q. Who owned it when you began working?

A. Mr. J. P. Baumgartner.

Q. And how long did you continue to work under his ownership [192] of the paper?

A. From about 1922 to 1928.

Q. And did the ownership change hands at that time?

A. Yes. He sold it to J. Frank Burke.

Q. And did you continue to work on the paper under the ownership of J. Frank Burke?

A. Yes.

Q. How long did you work under his ownership of the paper? A. From 1928 to 1935.

Q. And did the paper change ownership at that time?

A. Yes. Mr. Burke sold the Register to Mr. R. C. Hoiles and his associates.

Q. And did you continue to work on the Register paper under the ownership of the Hoiles?

A. Yes.

Q. And how long did you continue to work after the Hoiles became owners of the paper?

A. From 1935 to 1941.

Q. What time in 1941? A. April 30, 1941.

Q. When you worked on the paper under the ownership of Mr. Baumgartner did the Santa Ana Typographical Union have a contract with him covering the composing room employees?

A. Yes, it did.

(Testimony of George William Duke.)

Q. Were you a member of the Typographical Union at that time? [193] A. Yes.

Q. Are you familiar with the terms of those contracts with respect to their requirement as to the training of apprentices? A. Yes.

Q. Under the contracts with Mr. Baumgartner did the union have anything to do with the training of apprentices in the shop?

A. The union had full control of the training of apprentices, beginning with their second year, when they were obligated as apprentice members.

Q. Can you give us an outline of the steps of training of apprentices in the composing room of the Register Publishing Company, under the system provided for by the contracts which were in existence between the owner and the Santa Ana Union?

Mr. Sargent: Certainly there is no objection, except that if it has to do with contracts previous to the present ownership it is remote. You mean the present ownership, Mr. Ryan?

Mr. Ryan: No. I am starting back, Mr. Sargent.

Trial Examiner Moslow: I will overrule the objection. Specify if there was a change in the rules under Mr. Baumgartner, and under Mr. Burke, and under Mr. Hoiles, and indicate which one you are referring to.

The Witness: May I have that question read, please?

(The question was read.) [194]

(Testimony of George William Duke.)

Mr. Sargent: Just a minute. I meant on the Santa Ana Register newspaper, between the owner and the union, back when Mr. Baumgartner owned it. It was not the Register Publishing Company, Ltd., as I understand it, then.

The Witness: It may not have been.

Q. (By Mr. Ryan) But it was under the Santa Ana Register, the same being owned now by the Register Publishing Company?

A. Yes. Under Mr. Baumgartner the union had full control of the training of apprentices, and those steps were that the office, represented by a foreman of the composing room, would hire a boy who appeared to have qualifications to learn the printing trade. Any time during the first year of his apprenticeship, or his service to the company, the office had full rights and privileges to discharge him if he did not show aptitude in learning the trade. Beginning the second year he took obligation binding him to the union, and that began his apprenticeship and his training in the union. At that time he would be advanced from possibly the galley dump, as we call it, where the machine operators would take their matter that had been produced by them, and deposit it on the galley dump; then this apprentice would take a proof of it, the proof reader would read it, and then he would correct that, and deliver it to the make-up man.

Q. What do you mean "make-up man"?

A. The make-up men are those who take corrected composition [195] that has been produced

(Testimony of George William Duke.)

by linotype operators and place it, together with advertising, in the various pages. This usually was the next step of learning.

Q. When did he arrive at the point where he would be put on that sort of work?

A. He should have been, or usually in most shops today, they begin that training about the third year, and for six months of the year he learns the make-up trade.

This procedure varies, but speaking for the Register, he would be taught the composition of advertisements, what the meaning of lay-out is, the balancing of certain heavy portions in the ad against certain other heavy portions, being sure there was white space around certain portions of the type, so that it would be readable; he was taught all those things.

Then, he was taught operation of the various mechanical operations of the machines; he would be taught the operation of the Ludlow, which sets large type, and he was permitted to learn its operation under the supervision of the foreman, and usually the man who was in the so-called ad alley, is where we call the place where they composed advertisements.

After this time, usually the beginning of about his fifth year in those days, his apprenticeship was complete, after five years of instruction. The sixth year was added some time later. In his fifth year, then, he was allowed to complete [196] his instruction, by learning to operate the linotype machine. This

(Testimony of George William Duke.)

made a journeyman printer out of him. He could go any place in the United States, or wherever there were print shops, and submit himself for work as an accomplished printer. He would have a rating of combination man, the most valuable type of man that a foreman of a composing room seeks to employ, because he can be employed at anything by the owner of the paper, the office, as we term it.

Q. Explain the term "combination man".

A. A combination man is a man who can work on the machines, on the floor and on the make-up. He can markup ads, and do anything in the print shop necessary to the production of the newspaper, with the possible exception of being a machinist, which is a special trade in itself.

This complete training of the apprentice was always to the advantage of the office, as I was about to say, because the office could hire a man for a half day's work on the machine, and a half day's work in the ad alley to the advantage of the office without having to hire two men for that work. That's how a combination man is valuable.

Q. Do you mean that a combination man would be proficient in all the various things? Capable of being interchanged on various jobs?

A. That is correct.

Q. Was that procedure carried out continuously, in the [197] training of apprentices, while you worked under Mr. Baumgartner's ownership of the paper?

A. Yes, sir.

(Testimony of George William Duke.)

Q. When Mr. Burke took over the ownership of the paper in 1928, I believe you said——

A. Yes.

Q. ——was that same system of training of apprentices continued under his ownership?

A. It was continued.

Trial Examiner Moslow: Did Mr. Burke go into a sixth year?

The Witness: I don't know exactly what time, I think that took place around 1937 or 1936. Is that correct?

Mr. Brown: 1936 or 1937, yes.

The Witness: I don't know exactly.

Q. (By Mr. Ryan) Aside from the fact that an extra year was added to the training of apprentices some time back six or seven years ago, was any other change in the system of training of apprentices in the composing room of the Santa Ana Register?

A. No changes were made under Mr. Burke.

Q. Did the supervision of the training of the apprentices fall upon the union exclusively, or was it a mutual arrangement shared by the representatives of the company and of the union in the composing room, to see that the apprentice got [198] full training to which he was entitled, to learn the trade?

A. I don't recall that the owner of the paper ever suggested any training for the apprentices. That was all taken care of by the boys in the shop. They would supervise—as he would go from department

(Testimony of George William Duke.)

to department, they would supervise his training in their own departments.

Q. When the present owner took over the ownership of the Santa Ana Register newspaper did the system of training of apprentices continue?

A. The system continued, yes.

Q. Did you have contractual relations between the Santa Ana Union and Mr. Burke while he was owner of the paper? A. Yes, we did.

Q. And did contractual relations continue to exist between the Register Publishing Company and the Santa Ana Union? A. Yes.

Q. Were you a representative of the union in any negotiating capacity when the contract was negotiated between the union and the company, the Register Publishing Company, in 1937?

A. Yes. I was present at all negotiations.

Q. You were. Will you tell us what occurred at the negotiations which occurred with respect to entering into the contract of 1937?

A. In 1937——

Mr. Sargent: I think it is pretty remote. I have no [199] objection to any testimony he can give, except there has been recognition there was a contract, and negotiations can't possibly have any bearing unless there was something in it that is important.

Trial Examiner Moslow: Can you make your question more precise, Mr. Ryan?

Q. (By Mr. Ryan) When the contract was negotiated between the Santa Ana Union and the

(Testimony of George William Duke.)

Register Publishing Company in 1937, were the negotiations conducted just between the union and the Santa Ana Register Publishing Company individually, or were other companies joined in the negotiations, and was a contract negotiated with a group of employers rather than just one company?

A. It was negotiated with a group of employers, composed of the Santa Ana Register and the Santa Ana Journal.

Q. Will you explain what the Santa Ana Journal Company was?

A. A newspaper operating in Santa Ana.

Q. A daily newspaper?

A. A daily newspaper being published in Santa Ana, and also, the various commercial shops were represented at all of these conferences.

Q. Did the union and these publishers and printing companies arrive at a contract, the terms of the contract being with all of them? [200]

A. Yes, with all of them collectively.

Q. And for how long did the contract continue?

A. It continued for two years.

Q. When did it terminate?

A. A graduated scale was provided. The wage rate at that time was 87½ cents an hour; at the beginning of the agreement the wage rate was to be 90 cents; for six months, 92½ cents; for another six months 95 cents an hour; for the remaining year of the two-year period \$1.00 an hour.

Trial Examiner Moslow: Prior to negotiations the rate was 87½ cents an hour?

(Testimony of George William Duke.)

The Witness: Yes. May I add one thing to that?

Mr. Ryan: Yes.

The Witness: Concerning these negotiations, we asked that these agreements which we had entered into be reduced to writing, and that a signed agreement be made, but we were not given a signed agreement at that time. We asked for it; in fact, during all the negotiations I have ever had with owners of the Register Publishing Company I have asked at various times for a signed agreement.

Mr. Sargent: Please, wait. I am asking for an objection. He has said there were a lot of people, a number of employers. And I object on behalf of respondent to being made the recipient of what did or didn't take place with respect to negotiations with a lot of employers. [201]

Trial Examiner Moslow: That objection is overruled. Proceed. Were the terms reduced to writing?

The Witness: I am not sure.

Trial Examiner Moslow: Was a memorial of the terms of the contract made?

The Witness: Yes.

Q. (By Mr. Ryan) When you negotiated the contract in 1937 with this group of employers of which the Register Publishing Company was one party, you say you requested that the contract be reduced to writing and signed by the parties. Was the refusal to sign the contract made by all of the companies or just by the Register Publishing Company?

Mr. Sargent: Before you answer, I object on

(Testimony of George William Duke.)

the ground it is remote, and not applicable to these processes. There has been no charge here on the part of the Board that there was an unfair labor practice committed prior to 1940, and what took place at that time has no bearing on the present.

Trial Examiner Moslow: Objection overruled.

The Witness: All of the commercial shops agreed to sign the contract, and did so sign the contract. The Register Publishing Company did not sign, refused to sign. I do not recall exactly whether the Santa Ana Journal refused to sign, or did not sign because the Register did not sign.

Q. (By Mr. Ryan) The contract, by its provisions, ran until March, 1939; is that right? [202]

A. I think so.

Q. Yes. Was it renewed to continue another year?

A. Yes, there was a brief negotiation, during which time no change in the contract was made, though requested. I believe at that time, although I was not present, I believe a request was made that a contract be signed and continue for another year.

Trial Examiner Moslow: I will strike on my own motion with reference to his beliefs.

Mr. Sargent: May I ask at this time whether or not this witness was present during the negotiations in 1937?

The Witness: I have already so stated.

Trial Examiner Moslow: You were not present in 1939?

The Witness: No, sir.

(Testimony of George William Duke.)

Trial Examiner Moslow: Do you know whether negotiations were with the entire group of employers?

The Witness: In 1939?

Trial Examiner Moslow: Yes.

The Witness: No; just with the Register, at that time.

Q. (By Mr. Ryan) Do you know of your own knowledge whether or not the contract was continued for another year, from March 1939 to March 1940?

A. Yes, because I was present at the union meeting at which we agreed to continue for another year, by action of the membership. [203]

Q. Now, in March 1940, what was your position with the Santa Ana Union?

A. March, 1940?

Q. Yes.

A. I think I was vice-president. An election takes place in May and I was elected president at that time.

Q. But in March, you were vice-president. Is that right?

A. As I recall, that is true.

Q. Did you take part in any negotiations between the Santa Ana Union and the Register Publishing Company in March, 1940? A. Yes.

Q. Will you explain the inception of those bargaining negotiations, and what part you played in them?

A. One conference was held between Mr. Fisher

(Testimony of George William Duke.)

and Mr. Taylor, representing the union, a brief conference wherein they attempted to set a date for our first negotiation, and a date was set, early in March, 1940. I was present at those first negotiations in 1940.

Q. At that first meeting. Do you remember the exact date?

A. No, except that it was early in March.

Q. It would be about the first week in March?

A. Yes.

Q. Where was the meeting held, Mr. Duke?

A. Held in the office of Mr. C. H. Hoiles.

Q. Who was present on behalf of the union? [204]

A. Mr. Taylor, Mr. Fisher—no, not Mr. Fisher. I was present, Mr. Taylor was present. I do not recall whether Mr. Brown was present at that meeting or not.

Q. Who was present on behalf of the company?

A. Mr. C. H. Hoiles and Mr. E. J. Hanna.

Q. Had the union previous to this first meeting submitted any proposal to the company respecting wages, hours, or other working conditions for consideration?

A. I think—in fact, I am sure when Mr. Fisher approached Mr. Hoiles, that the price that we were going to ask for was mentioned?

Q. And what was the wage scale that you proposed to bargain for?

A. We proposed to bargain for \$1.15 an hour and a week's vacation with pay.

(Testimony of George William Duke.)

Q. Yes. In this first meeting which you have just referred to, did you discuss those two proposals? A. Yes.

Q. The vacations and the wages?

A. Yes. We discussed them.

Q. Did you arrive at any agreement with the representative of the company on those two issues?

A. No. They refused to consider a wage increase.

Q. Did he make any statements——

Mr. Sargent: I object to the conclusion. I do not [205] object to what was said by Mr. Hoiles; but I ask that "they refused to consider" may go out.

Trial Examiner Moslow: I will grant that. Give us the substance of what Mr. Hoiles said.

The Witness: The substance was that he would not grant us the amount that we had asked for.

Trial Examiner Moslow: Continue.

Q. (By Mr. Ryan): With respect to vacations, what was his statement?

A. That due to the fact that he had to pay time and a half for overtime for union members, that it was not his policy to give vacations to them.

Q. Did you make any demands upon the company, other than those two, one with respect to wages, and the other with respect to vacations at this first meeting? A. I do not recall any.

Q. Did you make any request upon the representatives of the company to submit counter-proposals to your proposal? A. Yes, we did that.

(Testimony of George William Duke.)

Q. And were counter-proposals submitted by the company to the union subsequent to that meeting?

A. Yes.

Q. Do you recall what those proposals to the company were, that were submitted to the union?

A. There were several. They consist of a request that no [206] discrimination be made between the union and non-union employees; that the office be given the right to hire any man for less than a full day's work; that the office be given full control——

Mr. Sargent: Go a little slower, will you, Mr. Duke, please. Less than a full day's work?

The Witness: Yes. That the office be given full control over apprentices, both as time of their apprenticeship and the work they were doing during the apprenticeship.

Q. (By Mr. Ryan): Was there anything about the number of apprentices?

A. Yes, as to the number, those were—the office wished to have full control over the apprentices both as to the number and as to the work they were doing during their apprenticeship.

Also, there were three or four more requests.

Q. Was there anything with respect to the number of hours worked in one day, and the number of days in the week?

A. Yes. I believe they wished to make a work week which would consist of 40 hours, divided into five days of seven hours and one day of five hours.

Q. Was there anything with respect to pay for

(Testimony of George William Duke.)

straight matter operators, according to their term of—

A. Yes. Straight matter operators, so-called, would be paid 75 cents an hour under this proposal [207]

Q. Is there any other provision you can remember, or proposal, with respect to the time that the work was to start in the morning and cease in the evening? A. I don't recall that.

Q. Do you recall, does this refresh your memory, that they proposed that the work day start at 6:00 A. M. and end at 6:00 P. M.?

A. Yes, I do recall that that proposition was made. I do not recall it was made at that particular time.

Q. Did you discuss the company's proposals at the—after attending this first meeting, about the first week in March, did you subsequently attend any other meetings?

A. Yes. I attended a meeting held April 15.

Q. Where was that meeting? And who attended on behalf of the union and the company?

A. Mr. Brown and I attended that meeting, in the office of Mr. C. H. Hoiles. We represented the union, and Mr. Hoiles and Mr. Hanna represented the Register Publishing Company.

Q. Mr. Brown being the gentleman who testified previously in this hearing? A. Yes.

Q. What did you discuss at that meeting of April 15, 1940?

A. At that meeting we offered to decrease our

(Testimony of George William Duke.)

request to \$1.06 per hour, at the same time asking that in view of the fact that we had made a conciliatory move, that the owners [208] of the Register also make a conciliatory move and reduce the agreement which we hoped to make to writing, and sign the agreement.

Q. What was the response to Mr. Hoiles, if any, to the union's counter-proposals to reduce the wages to \$1.06 an hour?

A. To increase them to \$1.06 an hour; he refused to increase the wages and said that he would not consider signing the contract; that his word was good; he had always kept his word, and we did not need to fear he would violate the contract. But we asked it be done, because it would show good faith on his part, and good faith on our part.

Mr. Sargent: I ask that that go out, unless it was conversation at the time.

Trial Examiner Moslow: Are you testifying as to what Mr. Hoiles said at that time?

The Witness: I am testifying as to what he said, and what we said in answer to the statement he made.

Trial Examiner Moslow: To the April 15 conference?

The Witness: Yes.

Trial Examiner Moslow: Objection overruled.

Mr. Sargent: Mr. Examiner, would you get the last answer read so that you can remember my objection?

Trial Examiner Moslow: Read the answer.

(Testimony of George William Duke.)

(The answer was read.) [209]

Mr. Sargent: The last conclusion is what I ask may go out, as to why the union asked it be done.

Trial Examiner Moslow: Is this something you told Mr. Hoiles, or are you giving a conclusion as to why you wanted a written contract?

The Witness: I am not giving a conclusion. I am giving the arguments which we presented to him as to why he should sign a contract.

Trial Examiner Moslow: Very well. My ruling will stand.

Q. (By Mr. Ryan): Did the union make any other request upon the company at that meeting other than those you have already indicated?

A. Mr. Brown made a proposition that we submit the case to arbitration. He asked Mr. Hoiles what his position would be with respect to arbitration.

Q. Will you tell us what Mr. Hoiles said, if anything, to that?

A. Mr. Hoiles said he would have to take the position that he would not agree to submit the case to a third party.

Q. Are you familiar with the custom in the newspaper industry where contractual relations have existed between the International Typographical Union and the newspaper publishers with respect to that matter of arbitrating differences?

A. I have had no personal experience with it.

Q. Do you know? [210] A. I know of it.

(Testimony of George William Duke.)

Q. Do you know that is a custom or is not a custom?

A. I have read many cases of it. In reading those cases I have based my observation that it is being done quite largely.

Mr. Sargent: I think this is hearsay and he isn't an expert, the way Mr. Brown is, in relation to international laws, and locals; unless he knows——

Trial Examiner Moslow: His answer doesn't indicate anything but that he is aware of a custom. I will let his answer stand.

I would suggest that if you want to establish a custom, Mr. Ryan, you follow Mr. Sargent's suggestion and call an expert, or Mr. Brown.

Q. (By Mr. Ryan): Did you reach any agreement with the representatives of the company at this meeting?

A. No, we did not reach an agreement.

Q. With respect to any of the matters in negotiation?

A. No. Agreement was not reached on any of them.

Q. Did you request the company to submit any counter-proposal to you?

A. Yes. At every meeting when we would make a proposal to Mr. Hoiles and Mr. Hanna, we would also ask if they didn't have some counter-proposition they would make to us that we might present to the union and thus settle the case. [211]

Q. Had the union previously rejected the counter proposals which had been submitted by the com-

(Testimony of George William Duke.)

pany representatives to the union, after the first meeting which was held in the first week of March?

Mr. Sargent: I object to the question as calling for a conclusion, instead of asking what action the union had taken, if any, in regard to it.

Trial Examiner Moslow: Objection overruled.

The Witness: Yes. The union had taken action on the counter-proposition of the publishers and had rejected the counter-proposition. We rejected it——

Trial Examiner Moslow: That is all you were asked, Mr. Duke.

Q. (By Mr. Ryan): Did you wish to explain your answer further?

A. Yes. I would like to.

Q. Go ahead. Unless, just a minute.

Mr. Ryan: Mr. Examiner, as I understand it—I did not wish to oppose the ruling of the Examiner, but you did not make a ruling but merely restrained the witness after he answered the question.

Mr. Sargent: I have no objection to the witness telling what was done or said. I would ask the witness not give any conclusions or reactions or opinions.

Trial Examiner Moslow: Very well. [212]

The Witness: May I state the reason for rejecting the counter-proposition?

Trial Examiner Moslow: Were these reasons made known to Mr. Hoiles?

The Witness: Yes, sir.

Trial Examiner Moslow: When?

The Witness: At our next meeting.

(Testimony of George William Duke.)

Trial Examiner Moslow: You can tell what you told Mr. Hoiles at the next meeting.

The Witness: That would be the meeting we are discussing now, the April 15th meeting.

Trial Examiner Moslow: Yes.

The Witness: We told Mr. Hoiles we could not accept the counter-propositions, because they did not comply with the union laws, and we could not make a contract with him which would violate international law.

Q. (By Mr. Ryan): Did you point out to him, Mr. Duke, specifically, that his proposal with respect to apprentices—

A. Yes.

Q. —was objectionable to the union?

A. Yes.

Q. What did Mr. Hoiles say when you pointed that out to him?

A. I do not recall his exact words. We asked him then for a further counter-proposition, and he would not give us a further counter-proposition.

[213]

Mr. Sargent: May I ask that go out and you tell us as to what Mr. Hoiles actually said?

Trial Examiner Moslow: I will let it stand.

Q. (By Mr. Ryan): Did you subsequently attend any further meetings with the management as a representative of the union?

A. Yes; May 3, 1940.

Q. And who were the parties present on behalf of the company and the union at that meeting?

A. Mr. Brown and myself were representing

(Testimony of George William Duke.)

the union, Mr. Hoiles and Mr. Hanna were present representing the company.

Q. What was the subject of discussion at that meeting?

A. We had a third proposal to make to them at the time.

Q. The union made a new counter-proposal to the company? A. Yes, we made a new one.

Q. Explain that.

A. Offering to work for still less of an increase in wages, a graduated scale which would extend over a period of three years, or a contract extending over three years.

We offered to work for \$1.03 an hour beginning with the agreement, for a period of a few months which would end September 1, 1940, and beginning September 1, 1940 for six months, ending March 1, 1941 at \$1.04 an hour. On March 1, 1941——

Trial Examiner Moslow: I will cut you short, Mr. Duke; was that the same proposal and the same rates Mr. Brown [214] testified to?

The Witness: Exactly the same.

Q. (By Mr. Ryan): What did Mr. Hoiles say in response to that proposal of wages, if anything?

A. He said that he could not agree to an increase in wages regardless of how small it might be, and that is he would grant an increase to the union members in the shop, that he would expect to be called upon to grant increases in wages to every employee in his publishing company.

(Testimony of George William Duke.)

Q. Did you make any proposal with respect to vacations at the same time?

A. Yes, vacations were the same.

Q. Was that the same as the one outlined by Mr. Brown?

A. By Mr. Brown, the same vacation request.

Q. Did Mr. Hoiles agree to take these counter-proposals under advisement at that meeting?

A. Oh, I believe he did. I believe that rather than deny—refuse to accept them at this time, I believe he took them under advisement. I believe we stated at that time, I know during 1940 we stated twice, at least, and I believe it was at this meeting that we again stated that due to the fact that we were making further conciliations, we would like to have him sign a contract if we were in agreement on it.

Q. What did he say?

A. He said he would not sign the contract. [215]

Q. Mr. Hoiles said that? A. Yes.

Q. In these negotiations you have indicated that Mr. Hanna was present also? A. Yes, sir.

Q. Did he at any time ever make any statements agreeing to any proposals of the union, or did Mr. Hoiles do all the talking?

A. Mr. Hoiles did practically all the talking.

Q. Was Mr. Hoiles the spokesman for the representatives of the company in these negotiations?

A. Yes, sir.

Q. After the conference of May 3, 1940 did you have any further conference between the union committee and the company's committee?

(Testimony of George William Duke.)

A. On May 16, 1940 we had another conference. Mr. Brown and myself representing the union; the Mr. Hoiles and Mr. Hanna representing the owners of the paper.

Q. All right. What was the subject of discussion at that meeting?

A. Mr. Hoiles stated that he could not consider the increase in wages regardless of how small, and we asked Mr. Hoiles if it would embarrass the Register financially to give us such an increase. He stated that it would not embarrass the Register financially, but it was against their policy, and [216] that if an increase in wages was granted to us, that an increase in wages would be expected to be granted to all employees of the Register.

Trial Examiner Moslow: You previously said May 3; do you now mean to say May 16th?

The Witness: Did I not correct myself on that before? Now I say the May 16th meeting.

Trial Examiner Moslow: At the May 3rd meeting he took the matter under advisement and at the May 16th meeting he gave you his answer?

The Witness: That is right.

Q. (By Mr. Ryan): With respect to the proposal you had made at the May 3rd meeting, with regard to vacations, what did he say with respect to that?

A. He said he would still have to maintain the same policy concerning vacations as he had always had toward the union members in his shop.

Q. And what was that policy?

(Testimony of George William Duke.)

A. As long as he had to pay time and a half for overtime for his union men, that he could not grant a vacation with pay to them.

Q. Did you arrive at any contract agreement with respect to wages, hours, and other conditions at this May 16th conference? A. No. [217]

Q. After the May 16th, 1940 conference were further negotiations held between the company representatives and the union representatives?

A. No further negotiations were held until the next year. The union, in session, came to the conclusion that it was useless to continue——

Mr. Sargent: Just a minute, please.

Trial Examiner Moslow: I will strike that last remark. Proceed.

Q. (By Mr. Ryan): Were negotiations held in abeyance after the May 16, 1940 meeting, by the union?

A. Negotiations were held in abeyance.

Q. Were negotiations resumed in the year 1941?

A. Yes, they were resumed.

Q. Would you tell us about that, about the resumption of negotiations in 1941?

A. An adoption of a new scale was made between the—or, the contract, calling not only for the scale, but for all other union conditions that go with the scale, was made between the commercial shops and the union, and signed by the commercial shops.

Q. Where? What commercial shops?

A. In Santa Ana and Laguna Beach, Newport Beach, all those within the jurisdiction of the Santa

(Testimony of George William Duke.)

Ana Union. These shops all signed, and after this time we made it known to the [218] owner of the Register that we wished to resume negotiations with them, also; and I believe we stated by letter that we would request them to pay \$1.07 an hour beginning May 1, 1941 and extending to October 1, 1941.

Trial Examiner Moslow: Excuse me. Is that letter in evidence now?

Mr. Ryan: No, it isn't.

Please mark this as the Board's next exhibit in order.

(Thereupon the document referred to was marked as Board's Exhibit No. 9, for identification.)

Mr. Ryan: I would like to make the request, Mr. Sargent, that you produce the original letter which was sent under date of April 15, 1941.

Trial Examiner Moslow: If you have a copy I am content to receive the copy, if it satisfies the respondent.

Mr. Ryan: All right.

Q. (By Mr. Ryan): Mr. Duke, I show you what has been marked Board's Exhibit 9 for identification, and ask you if you can tell us what it is.

A. This is the letter notifying the owner of the Register, particularly Mr. Hoiles, the letter I was discussing.

Q. Is it a letter addressed to Mr. C. H. Hoiles of the Santa Ana Register, under date of April 15, 1941, from the Santa Ana Union?

(Testimony of George William Duke.)

A. Typographical Union. [219]

Q. Typographical Union. Is that right?

A. That is right.

Q. Was that letter mailed?

A. It was mailed.

Q. This is a copy of the letter. I offer Board's Exhibit 9 for identification in evidence. I will show it to counsel.

Mr. Sargent: We do not seem to have the original letter, and my client isn't sure that is an exact copy, but we assume it is.

Trial Examiner Moslow: If it turns out later it isn't, we will have the record corrected. Board's Exhibit 9 will be received in evidence.

(Thereupon the document heretofore marked as Board's Exhibit 9 for identification, was received in evidence.)

BOARD'S EXHIBIT No. 9

Santa Ana, Calif.,
April 15, 1941

Mr. C. H. Hoiles,
Santa Ana Register

Dear Mr. Hoiles:

The Santa Ana Typographical Union has instructed its scale committee to offer you the following proposition as a fair and equitable basis for adjusting the differences that exist between it and the Santa Ana Register:

One dollar and seven cents (\$1.07) until

(Testimony of George William Duke.)

October 1st, then one dollar and twelve cents (\$1.12) per hour until March 31st, 1942.

The Union is willing to be fair and reasonable in its requests, and is now asking that you pay its members working for you, the prevailing wage in the city of Santa Ana.

May we ask you to consider this proposition favorably, and give the union an answer before Friday evening at 7:30, when a meeting of the union will be held to further discuss the matter?

Anticipating your favorable reply, we remain.

Very truly yours,

Committee Chairman.

Q. (By Mr. Ryan): You have already testified that this new scale in 1941 was agreed upon between the Santa Ana Union and some commercial job printing companies. Is that right?

A. Yes, sir.

Q. Were any newspaper publishers also under contract with you for this new scale of wages at the time you opened negotiations in 1941 with the Register Publishing Company, Ltd.?

A. Yes. The South Coast News of Laguna

(Testimony of George William Duke.)

Beach; the Newport News of Newport Beach, and the Santa Ana Independent of Santa Ana.

Q. What was the date of the first meeting between repre- [220] sentatives of the company and the union in 1941, with respect to negotiations for this new scale? A. April 3, 1941.

Trial Examiner Moslow: Excuse me. I didn't get the other answer. Will you read it?

(The record was read.)

Q. (By Mr. Ryan): Who was present at the first meeting on behalf of the union and on behalf of the company?

Trial Examiner Moslow: You say April 3rd?

The Witness: Approximately that time. I will not state it was exactly April 3rd.

Q. (By Mr. Ryan): The letter bears the date of April 15th. Was your first meeting before you sent the letter or after?

A. No, it was after. I am sorry. I am not clear on that. It must have been April 18th, then.

Q. Who were the parties present? At the first meeting, on behalf of the union and the company?

A. Mr. Brown was present and I was present representing the union, and I think at that first meeting Mr. Taylor was present.

Q. Representing the union also?

A. Representing the union. Representing the Register, Mr. C. H. Oiles and Mr. Ralph Juillard.

Q. Did the union representatives discuss this new wage proposal which is incorporated in this

(Testimony of George William Duke.)

letter of April 15th [221] and which is in evidence as Board's Exhibit 9?

Mr. Sargent: I won't object to that question; but don't lead him any more, Mr. Ryan. Just ask him what took place, please.

Mr. Ryan: I will withdraw the question.

Q. (By Mr. Ryan): What did you discuss at this meeting of April 18th, or about that time?

A. We discussed the letter we had sent to Mr. Hoiles, notifying him of the fact we would like to negotiate a new wage scale and a new contract, and we stated to him that several other parties had agreed to and signed this contract and we would like to have him do the same.

Q. Did you present him with an actual, physical document or contract?

A. I think that document was there. I think we all looked at it and talked about its provisions and terms.

Q. Were there any specific—strike that.

With respect to the proposal for an increase in wages, what was the company's position as expressed by Mr. C. H. Hoiles, if anything?

A. At the first meeting we held with Mr. Hoiles, I asked him if he would take the position in 1941 that he had taken in 1940, that he would refuse to consider any increase in wages whatsoever. He did not answer at that time concerning what his position would be. [222]

What was that question again? I think I didn't answer all of it.

(Testimony of George William Duke.)

Q. Read the question.

(The question was read.)

Trial Examiner Moslow: Read the answer too, please.

(The answer was read.)

The Witness: He objected also to the—he objected at this time to the statement which we made in presenting the request for \$1.07 an hour, calling it the prevailing wage in Santa Ana and vicinity. He objected to that. But we argued with him that it was the prevailing wage because other newspapers and other commercial shops in Santa Ana and vicinity had agreed to it and had signed the agreement.

Q. (By Mr. Ryan): Were any further statements made by the company representatives or the union with respect to the matter of wages, hours, or working conditions, at this meeting?

A. May I have time to consider that question a moment, please?

Q. Do you understand the question?

A. I do not understand the question.

Q. I withdraw the question.

Did Mr. Hoiles make any statement regarding whether or not he would accept or reject increases in wages?

Mr. Sargent: I object to that as leading, again.

[223]

The Witness: I will state this:—

(Testimony of George William Duke.)

Trial Examiner Moslow: I will overrule the objection.

The Witness: I will state that Mr. Hoiles refused to grant the increase in wages. I do not recall——

Mr. Sargent: Just a minute. I ask the witness be asked to tell what Mr. Hoiles said, rather than a conclusion.

Trial Examiner Moslow: Very well. Let him finish his answer first.

The Witness: I would like to make the statement that I am not exactly clear as to exactly which meeting Mr. Hoiles made this statement I am going to make, but it was at a meeting held in April, 1941, when Mr. Hoiles did finally say he would not consent to any increase in wages regardless of how small they might be, reiterating his statement of a year ago, that if he would give any increase to union printers he would have to give an increase to every employee in the shop: He also refused to consider signing an agreement with us.

Trial Examiner Moslow: You say "He also refused to consider." What did he say?

The Witness: He also said he would not sign an agreement with us.

Trial Examiner Moslow: Did he explain why he wouldn't sign?

The Witness: He said, as he had in 1940, that his word [224] was good, and we had no reason to fear he would violate the contract.

(Testimony of George William Duke.)

Q. (By Mr. Ryan): Did the representatives of the company at this meeting make any proposals to the union with respect to wages, hours, or working conditions?

A. No, no proposals were made at that meeting.

Q. Did you arrive at any agreement with respect to wages, hours, or working conditions at this meeting? A. No.

Q. Did you arrange to have another meeting with the management at the termination of that meeting? A. Yes.

Q. When was this next meeting to occur?

A. April 26th, as I recall.

Q. Did you have a meeting on April 26th with the management? A. No.

Q. With the Register Publishing Company?

A. No. I believe that was on Saturday, and we waited for some time outside the offices of Mr. C. H. Hoiles.

Q. When you say "we waited" whom do you mean?

A. Mr. Brown and myself. Mr. Patison also was present.

Q. On behalf of the union?

A. On behalf of the union. Mr. Hoiles appeared and stated that the executives of the Register, or perhaps he said directors, were going into the whole matter and that a letter [225] would be sent to Mr. Brown stating the company's position,

(Testimony of George William Duke.)

the letter to be received by Mr. Brown by next Monday.

I said to Mr. Hoiles, "I hope that we can come to an agreement on this matter."

And he said, "I hope so too."

Q. Which of the two Hoiles do you have reference to?

A. Mr. C. H. Hoiles made that remark.

Q. After this statement by Mr. Hoiles what did you and Mr. Brown and Mr. Patison do, if anything?

A. We told him we would wait for his letter and consider it.

Q. Did the union take any action before receiving the letter from the company?

A. No. No action was taken until the letter was received.

Q. When did you receive the letter?

A. April 29th.

Q. After receiving the letter from the company did the union take any action with respect to the matters referred to in the letter?

A. Yes. The union met April 30th, and considered the letter and the proposals made in it and reviewed the proposals that had been made by the Register, and reviewed the differences between the Register Publishing Company and our union.

Those differences were: That we could not agree to a written, signed contract; we could not agree on the apprentice question, as to the number of apprentices, since the office [226] wished full control

(Testimony of George William Duke.)

of the training of the apprentices. We could not agree to a request of the company that had been made previous to this time, that no discrimination be made between union and non-union members. We could not agree with their request that a man be hired for less than a full day's work. We could not agree with the request that straight matter operators be paid less than the scale, a request being made to pay them 75 cents an hour.

Reviewing these differences the union took a strike vote to determine whether or not we would go on strike and so we did take the strike vote.

Q. What was the result of that vote?

A. The result was that more than a three-quarters majority was cast by secret ballot in favor of a strike.

Q. Did the union take any steps to notify the company as to their actions in this matter, about the strike?

A. Yes. Mr. Patison and myself were delegated to notify Mr. Hoiles of our action.

Q. Who is Mr. Patison?

A. Mr. Patison was a member of the negotiating committee, a member of the union.

Trial Examiner Moslow: What is his first name?

The Witness: J. H. Patison.

Mr. Sargent: Patterson or Patison?

The Witness P-a-t-i-s-o-n. [227]

Q. (By Mr. Ryan): Where is Mr. Patison now?

(Testimony of George William Duke.)

A. I believe Mr. Patison is in Denver, Colorado.

Q. Did you and Mr. Patison meet with any representatives of the company following this union meeting where the strike vote was taken?

A. Yes. We met with Mr. C. H. Hoiles.

Q. When did you meet with him?

A. About 9:00 or 9:30 p.m.

Q. In the evening? A. Yes.

Q. What date? A. April 30th.

Q. Was that the same day the strike meeting was held?

A. The same day the strike vote was taken.

Q. That was immediately following the meeting? A. Yes.

Q. Did you confer with Mr. C. H. Hoiles?

A. Yes.

Q. What was the gist of that conversation? What was said by you and what was said by him?

A. I said to Mr. Hoiles that the union had voted to go out on strike the next morning, at 7:00 o'clock, in view of the fact we could not reach an agreement on our differences, and that we would consider—we had not told the crew that was then working to leave the employ of the Register until 7:00 [228] o'clock in the morning.

Mr. Hoiles said, "That is very nice, and I want you to know that R. C." as he called his father, "and I have not wanted this thing."

And I objected. I said, "Mr. Hoiles, we feel that you have wanted it, both you and your father."

(Testimony of George William Duke.)

We feel that your father's strong policy and his sharp criticism towards us in his editorial columns has antagonized and embittered the local union to the point that the various differences that exist between us cannot be ironed out."

That is the gist of my remarks. Those are not verbatim.

Mr. Hoiles said, "Well, you are your own judge in those matters," or words to that effect, and he allowed us to leave his office at that time.

Q. Did he make any other statement to you or is that all he said to you?

A. That's all I recall at present.

Q. At that time was there a day crew and a night crew working in the composing room of the Register?

A. Yes.

Q. Was a picket line established pursuant to your vote to strike?

A. Yes, a picket line was established the next day.

Q. And did the employees go out on strike, who were working in the composing room? [229]

A. The employees went out on strike at 11:00 o'clock that evening.

Q. They went out at 11:00 o'clock the previous night?

Trial Examiner Moslow: That is, the employees of the night shift?

The Witness: The employees of the night shift went out on strike, and the employees of the day shift did not come to work on May 1st.

(Testimony of George William Duke.)

Q. (By Mr. Ryan): On the morning of May 1st, after the picket line was established, did you on behalf of the union have a conversation with Mr. C. H. Hoiles? A. Yes.

Q. Will you tell us what that conversation was and where it took place?

A. I understood that Mr. Hoiles had asked to see me and I went down to see Mr. C. H. Hoiles and I said, "Did you wish to see me?"

And he said, "No."

I said, "Well," I said, "I see that you are going along fine. You have the shop full of men, but I want you to know that any time you get tired of this arrangement that we are still willing to negotiate with you and come back into your employ as a group."

Mr. Hoiles stated, "And I want to say to you that any time any of your men wish to come back, that you will be [230] considered individually."

I made some other remark, which does not pertain to the occasion.

Mr. Sargent: Will you hold that just a second, please?

Q. (By Mr. Ryan): When you say that you saw employees working in there on the morning of May 1st, when you went in to talk to Mr. Hoiles, were they the same employees that had been working in there previously, or were those employees who had, previous to the calling of the strike, gone out on strike? Or were these new employees working in the shop when you were there?

(Testimony of George William Duke.)

A. Previous employees who were members of the union had gone on strike, in the office at this time, was Mr. William A. Lawrence, who was formerly a member of the union, and had severed his relations the night of the strike. And with him, a large number of non-union men who had been called in to break the strike.

Mr. Sargent: I object to that.

Trial Examiner Moslow: Well, I don't pay much attention to his characterizations. Let the answer stand.

Mr. Sargent: I ask that we may go off the record.

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Mr. Sargent: I ask this may be stricken from the record, [231] his characterization.

Trial Examiner Moslow: Well, his characterization may be stricken.

How many of the so-called employees did you see?

The Witness: I do not know the exact number.

Trial Examiner Moslow: Approximately?

The Witness: Approximately 15.

Trial Examiner Moslow: How much more do you have of this witness? Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record. Proceed.

Q. (By Mr. Ryan): Mr. Duke, after this con-

(Testimony of George William Duke.)

versation that you have just related with Mr. Hoiles, did you have any further conversation with him at any subsequent date or time?

A. None that I can recall.

Q. Did the strike, which began on May 1st, continue and is it still continuing?

A. The strike is still continuing.

Q. Yes. Did you attend a union meeting on or about July 25, 1941?

A. No. I left Santa Ana and sought work in Los Angeles.

Q. You were not present at that meeting?

A. No, sir.

Mr. Ryan I have no further questions.

Trial Examiner Moslow: We will recess until 1:30.

(Whereupon, at 12:30 o'clock p.m., a recess was taken until 1:30 o'clock p.m.) [232]

Afternoon Session

(The hearing was reconvened at 1:30 o'clock p. m.)

Trial Examiner Moslow: The hearing will come to order.

GEORGE WILLIAM DUKE

resumed the stand as a witness for the National Labor Relations Board, having been previously duly sworn, and testified further as follows:

Direct Examination—(Continued)

Mr. Ryan: Mr. Examiner, there are a few ques-

(Testimony of George William Duke.)

tions I would still like to bring out by this witness that I neglected to ask.

Q. (By Mr. Ryan): Mr. Duke, is there any provision in the constitution and by-laws of the International Typographical Union which imposes penalties upon a local union for violation of international laws?

A. Yes, Section 2 of Article X, international laws, laws of the International Typographical Union, provide such penalties.

Q. That is on page 16, under Article X, entitled "Penalties," Section 2?

Mr. Sargent: What book have you?

Mr. Ryan: The 1940 book, and I also have the 1941 and 1942 books here and I will show them to the respondent's counsel and ask for a stipulation that the same provision is in each one of those by-laws, in the identical language.

Mr. Sargent: I object to this as not being shown that [233] anything which was requested was in violation of the I.T.U. by-laws and constitution.

Trial Examiner Moslow: Overruled; is there a stipulation that the provisions are the same or identical in the 1941 and 1942 by-laws?

Mr. Sargent: Was your ruling to the effect that there was something that had been shown in the evidence here whereby the management's proposal was contrary to the I.T.U. rules?

Trial Examiner Moslow: That wasn't the question. The question merely was: Were there pen-

(Testimony of George William Duke.)

alties for violation. If you can't stipulate on the provisions being identical, may I ask you——

Mr. Sargent: Mr. Examiner, I will assist counsel in any ministerial things, so far as I can. I believe these are the same. My objection goes to the heart of the question, not to the fact of whether they are identical.

Trial Examiner Moslow: Do you stipulate, Mr. Ryan, they are the same?

Mr. Ryan: I am stipulating they are identical.

Trial Examiner Moslow: Very well.

Q. (By Mr. Ryan): In your testimony this morning there was testimony brought out by questioning of you with respect to Board's Exhibit 9 for identification. I ask you now whether or not after reflection on the matter, that is an identical duplicate of the letter that was sent to the company under [234] date of April 15, 1941.

A. No. Upon reflection this is a letter which was typed by myself after I wrote the other letter, from my own recollection, and I furnished it to the Board for their consideration when the matter came up. But it is identical, so far as the amounts are concerned. In other words, I wrote this copy from memory, about April 15th; but the other letter was written about April 3, 1941.

Mr. Sargent: In view of that I will have to ask the letter go out. The letter itself is the best evidence.

Mr. Ryan: I will ask the respondent to produce the letter.

(Testimony of George William Duke.)

Mr. Sargent: If we have the letter we will produce it. My client looked for it but was unable to find it. I ask the copy go out, being not only not a copy but merely an after recollection of what the witness thought the letter contained.

Trial Examiner Moslow: I will let the exhibit remain, but it will be considered in the light of the witness' testimony until such time as the original is produced.

Mr. Sargent: Does Mr. Ryan know the date? Of the original letter?

Mr. Ryan: I don't know the exact date, but from the witness, I understand it was around or about the 3rd of April, 1941, on or about that time. The contents of that [235] letter was set forth in a resume in the document which is now in evidence.

Q. (By Mr. Ryan): Did you, on or about January 15, 1941, have a conversation with Mr. R. C. Hoiles? A. Yes, sir.

Mr. Sargent: What was this date, please?

Mr. Ryan: January 15, 1941.

The Witness: Yes, sir.

Q. (By Mr. Ryan): Where did that conversation take place?

A. It took place in the composing room on the Santa Ana Daily Register.

Q. Will you tell us what was said by Mr. Hoiles and what was said by you in the conversation?

Mr. Sargent: Just a minute. Will you please indicate whether anybody else was present?

Mr. Ryan: Yes.

(Testimony of George William Duke.)

Q. (By Mr. Ryan): Was anybody else present? A. No. It was a private conversation.

Trial Examiner Moslow: Who is R. C. Hoiles?

The Witness: The owner of the Santa Ana Register.

Trial Examiner Moslow: What is his relationship to C. H. Hoiles?

The Witness: Father.

Trial Examiner Moslow: May we have his official office, Mr. Sargent? [236]

Mr. Sargent: President of the company. Might I ask before Mr. Ryan asks his question, whether this had anything to do with the negotiations between the union and the paper?

Mr. Ryan: It has to do with the issues in this case, but it does not have—I won't go so far as to state that it has nothing to do directly with the issues in the bargaining.

Mr. Sargent: Mr. Examiner, I have been waiting for the time in this trial when Mr. Ryan would seek to bring before you certain matters which he deemed might have some import upon the negotiations, but which the respondent believes not only have nothing to do with the negotiations, but not with the issues involved herein.

If this conversation relates to any part of the negotiations, I will not object to it. If, on the other hand, it is merely a conversation between Mr. Hoiles, an officer of the company, or as an individual with one of his employees on something not

(Testimony of George William Duke.)

pertaining to the negotiations, then I shall object, and ask the evidence not be given.

This objection will apply to a number of situations that may arise later on, particularly with respect to editorials, which situation has already been referred to by one of the witnesses for the Board. I would like to make an objection now which will cover this, and also the editorials, or any other extraneous matter.

Trial Examiner Moslow: The complaint alleges that both [237] the Hoiles on certain occasions made statements said to be in violation of the Act. What is the ground for your objection? If this is one of those statements? Is this one of those statements, Mr. Ryan?

Mr. Ryan: Yes.

Trial Examiner Moslow: What is the ground for your objection?

Mr. Sargent: Counsel assumes that an editorial——

Mr. Ryan: I haven't indicated I am going to ask him about an editorial on this specific question. You are anticipating something.

Mr. Sargent: I didn't know from you there were any conversations other than about editorials: In other words, the issue in this case is whether or not this company bargained collectively in good faith with this union.

Trial Examiner Moslow: That is one of the issues. The complaint also alleges, in paragraph 6,

(Testimony of George William Duke.)

that the respondent violated Section 8, subdivision 1, of the Act, by various statements.

Mr. Sargent: The charge isn't supported by any showing that any employee did do or did not do anything as a result of it. This man remained in the employ of the company up to the date of the discharge. They were all union men. There wasn't a question of having one union man and a non-union man. [238]

Trial Examiner Moslow: Is it your point that a statement can't be in violation of the Act unless it has the actual effect of intimidating employees?

Mr. Sargent: Unless there was a possibility of intimidation, which is here clearly shown not to be the case with this employee, who stayed on his job, the effort to bring in something, which I don't know what is going to be brought in, would be solely to bring into the record something which might be prejudicial if it existed.

Trial Examiner Moslow: I disagree as to the law. Even an attempt, though unsuccessful, to interfere or coerce the employees would be a violation of the Act.

Mr. Sargent: But here, Mr. Examiner, the evidence shows this man was upon the job on April 15th; that he remained on the job; that it was a union shop; that he was the head of the union. For what purpose can this be brought in save there is an attempt to make this part of the negotiations, which now counsel says isn't the case?

Trial Examiner Moslow: I am sure I don't

(Testimony of George William Duke.)

know what the conversation was, but I am telling you if there were some of the conversation alleged in the complaint, it is relevant; and I could cite you cases decided by the Third Circuit, of the Newark Publishing Company, publishing the Newark Ledger, where the full bank of the Third Circuit held the employer might violate the Act at the same time he had a closed [239] shop with the union.

I suggest that I will overrule the objection at this time and if you still think the matter is irrelevant you may make a motion to strike at the end.

Mr. Sargent: Very well.

Q. (By Mr. Ryan): Tell us what you said.

A. We had been discussing union labor in general, and Mr. Hoiles became incensed, angry, and——

Mr. Sargent: Just a minute.

The Witness: I have to introduce the subject we are talking about before I can make remarks made.

Mr. Sargent: What I am objecting to your characterization that Mr. Hoiles became angry. I have no objection to your saying, subject to my general objection, what he said or did.

Trial Examiner Moslow: If you say you saw Mr. Hoiles angry, you may testify. But don't testify he became incensed, and don't characterize his remarks. You can testify his position.

The Witness: He was angry. I first said, "Mr. Hoiles, if you do not like union labor in your em-

(Testimony of George William Duke.)

ploy, why don't you discharge all of us and employ non-union labor?"

Mr. Hoiles replied, "Oh, the Wagner Act and its provisions would force me to reinstate all of them and give them back pay too." [240]

Q. (By Mr. Ryan): Did he say anything else?

Mr. Sargent: Just one second, please, until I get this down. All right. Thank you.

Q. (By Mr. Ryan): What else did he say?

A. What was it I just said? I want to see if I got it all.

(The answer was read.)

Q. (By Mr. Ryan): Did he say anything else? Did he say anything about union printers?

A. Instead of the word "them"—that is the conversation approximately as I recall it. He may have said—

Mr. Sargent: Would you quit just a minute? "May have said" I object to.

Trial Examiner Moslow: Let the witness answer in each case. Thereafter, you make a motion to strike.

Mr. Sargent: Mr. Examiner—

Trial Examiner Moslow: I don't like to see him interrupted. There is no harm done if he testifies, and I strike it.

Mr. Sargent: But then you have it in the record, things that are prejudicial, which are incompetent; when he says "may have said" it is obviously an invitation to draw a conclusion which should not be drawn.

(Testimony of George William Duke.)

Trial Examiner Moslow: It won't be in the record if I grant your motion to strike.

Mr. Sargent: I will wait until you get through. There [241] was something else in this conversation? I will wait until you get through with that.

Trial Examiner Moslow: Were you about to say something?

The Witness: That he may have stipulated union printers there directly. I'll try to recall again what he said to me.

"Oh, the Wagner Act and its provisions would force me to reinstate the union printers and give them back pay too."

That's the way I recall the conversation.

Trial Examiner Moslow: I will hear you now, Mr. Sargent.

Mr. Sargent: Now, this is the kind of remark which has nothing to do with these negotiations in any way or nature. While I don't think the remark is worth having a heated argument about, or going into great detail, it is one of the things which, if brought in, is going to becloud the issue, because of what might be a personal opinion of an officer of the company, and having nothing to do with the negotiations.

I assume you, Mr. Examiner, admitted this because you thought that the remark of Mr. Hoiles might be constructed as being intimidation upon, or a threat of intimidation upon this particular witness. The evidence shows that that did not take place. That he was here; that he was the president

(Testimony of George William Duke.)

of the union, and there isn't any connecting link between this statement and the negotiations about which, around which the case revolves. [242]

Therefore, not because this is important, but because we can extend the case ad infinitum if we get into extraneous things which don't have a bearing, I ask it be stricken out, and no more of those things put in, except as they have a bearing on the negotiations themselves.

Trial Examiner Moslow: I don't see any connection has to be shown between alleged statements and the negotiations. If statements were made, and if they were in violation of the Act, they are admissible in evidence, regardless of whether there were any negotiations.

Mr. Sargent: Do you take the position this is in violation of the Act?

Trial Examiner Moslow: As I said, if it is in violation of the Act it is admissible in evidence regardless of negotiations.

Mr. Sargent: I think you probably know law well enough to know that even with the present Board, and even with the Supreme Court being a liberal court, as it is, the Virginia Power Company case certainly admits some freedom on the part of the employer to express an opinion; and certainly, where there has been a general discussion between this man, who is president of the union, whose position was assured, and a man who had nothing to do with the negotiations, it wasn't something which

(Testimony of George William Duke.)

could be deemed to be intimidation, nor is there the slightest evidence of intimidaton. [243]

On the contrary, Mr. Duke went right ahead with his negotiations, thereafter, without the slightest hesitation. In fact, if anything, the conversation with Mr. R. C. Hoiles may have spurred his contact rather than have had any effect to the contrary.

Trial Examiner Moslow: I am not passing now on the weight of the evidence. I am merely deciding it is admissible in evidence and that will be my ruling throughout. Any other statements alleged to have been made by agents of the respondents to their employees you may have a general objection to if you wish, to any statements alleged to be interference.

Mr. Sargent: Mr. Examiner, wouldn't it be better to have either a foundation or some connection with the negotiations, or some connection with the attitude of some employee, where there was some opportunity to have some check of the statement? But simply a talk, a discussion between Mr. Hoiles and an employee, not factual, having nothing to do with the negotiations, having nothing to do with the job of the employee, that is not something which should properly be deemed to be an unfair labor practice, because it was beyond the sphere, in the first place, and had nothing to do with the relations, in the second place.

Trial Examiner Moslow: We are arguing whether it is to be received in evidence. [244]

(Testimony of George William Duke.)

Mr. Sargent: It could only be received as evidence.

Trial Examiner Moslow: That would depend on the entire picture, and the circumstances and the entire course of conduct, and may other factors. I am merely deciding I will receive it in evidence.

I think I have heard enough on this point.

Q. (By Mr. Ryan): Was anything else said which you have not related, during that conversation?

Trial Examiner Moslow: I don't understand, Mr. Duke. How did you happen to make your remark to him?

The Witness: As a result of his sharp criticism of union labor.

Trial Examiner Moslow: What did he say?

The Witness: I merely recalled this statement because it was so strongly implanted in my mind. I had many conversations with Mr. R. C. Hoiles, and many subjects were discussed: religion, commerce, unionism—

Trial Examiner Moslow: I am talking about this particular thing.

The Witness: I realize that. All the conversations are in my mind, but exactly what was said at this time, except sharp criticism of union labor, I can't recall the words used.

Mr. Sargent: I move to strike the words "sharp criticism of union labor." I have no further objection to the Examiner's ruling, but I do ask that the

(Testimony of George William Duke.)

words "sharp criticism of union [245] labor" may go out.

Trial Examiner Moslow: I will grant the motion.

At any rate, there was a discussion about unions when you made your remark?

The Witness: Yes, sir.

Mr. Ryan: I have no further questions. You may cross examine.

Cross Examination

Trial Examiner Moslow: Proceed.

Q. (By Mr. Sargent): When you started to testify this morning, Mr. Duke, with respect to combination men, you were referring, were you not, to combination men as being the most desirable men for an employer to have in a composing room? Is that right?

A. That is what I said, yes.

Q. Yes. For the simple reason that they were, as we say in football, triple threat men. They could do anything. Is that right?

A. They could work on the machine; they could also work in any department of the composing room.

Q. Yes. The more combination men which a paper had, the more flexibility it had with regard to its force, didn't it?

A. Those men are usually sought, by foremen, in order to give them leeway, so that they will not have to hire a floor operator for half a day, and also a man for a full day when [246] they had half

(Testimony of George William Duke.)

a day's work for him, and also a floor man at the same time.

Q. In other words, it is like a game of checkers. Instead of being able to move one way, like with a king, you can move any way. It is something which a shop wants, to get as many combination men as it can, to save putting on additional men?

A. You are asking me to say something I don't want—

Q. The more combination men that one has in a shop the less necessity there is for employing outside men. Right?

A. That would be a matter for the foreman to decide. He might like a whole group of straight matter operators, as you call them.

Q. No straight operator could operate a machine and do things other than straight things, could he?

A. Yes, sir.

Q. Could the straight man do all the things a combination man could do?

A. On the machine. I have seen very few straight matter men that—they always, at various times during the day, were called upon to set markets, and advertising matter, and all sorts of production, for daily papers.

Q. You wouldn't attempt to claim a straight man can do as much as a combination man could do?

A. On the machine.

Q. Or otherwise. I am not trying to trap you. I am trying [247] to elicit the truth. Isn't it true that a combination man is of much more benefit to

(Testimony of George William Duke.)

a shop because of the fact he can do anything in the composing room that a straight matter man would be——

A. I testified to that effect this morning.

Q. Yes. Now, do you happen to know in 1941 how many combination men there were in the shop of the respondent?

A. I know of at least three offhand.

A. Let us have the names of the three, please?

A. Mr. William Bray; Mr. Virgil Shidler.

Trial Examiner Moslow: Miss Reporter, you will find the group of names in paragraph 13 of the complaint.

The Witness: May I look at those to refresh my recollection?

Trial Examiner Moslow: Have you any objection, Mr. Sargent?

Mr. Sargent: Certainly not.

The Witness: While not employed as a combination man, Mr. J. W. Parkinson also had the ability.

Q. (By Mr. Sargent): Now, who determines in a shop whether he is a combination man or not?

A. The foreman.

Q. And was the foreman at the time a member of the union? A. Yes, sir.

Q. The name of the foreman is Mr. William Lawrence? [248] A. Yes, sir.

Q. If Mr. Lawrence made the statement that the only man who was a combination man was Mr. William Bray, would you dispute that?

(Testimony of George William Duke.)

A. Yes, sir.

Q. You would dispute it? A. Yes, sir.

Q. When you say Mr. Parkinson was employed, but not as a combination man, what do you mean by that?

A. I mean if he had experience and background he would have been competent in any angle of the production of a newspaper.

Q. What was he employed as?

A. He was employed as a linotype operator. He had machinist-operator experience. A machinist takes care of repairs of machines. He was—had floor experience, as it is called. He could go into the ad composition department of the newspaper and compose ads.

Q. Which shifts were these three people on at the time of the strike?

A. Mr. Bray was on the night shift, for the most part. He worked daytimes sometimes.

Q. Shidler? A. Daytime.

Q. Parkinson? A. Day shift. [249]

Q. If apprentices could have been placed upon machines at some time prior to their sixth year, it would have aided the composing room somewhat by reason of so few combination men, would it not?

Mr. Ryan: May I have the question read?

(The question was read.)

Mr. Ryan: I object to the question.

Trial Examiner Moslow: Objection overruled.

The Witness: In what way, please, sir?

Q. (By Mr. Sargent) In other words, you

(Testimony of George William Duke.)

could have placed your combination men doing something other than machine work, could you not?

A. You are implying that——

Q. Isn't that right?

A. ——that during a rush time—let me make the situation clear. It was during the rush time, as you have already contended, the need was on the machine. The rest of the composing room had its work pretty well done up by this time, with the exceptions of the make-up; the machine had the bulk of the work to carry, along about noon, between the hours of 10:00 A. M. and 2:00 P. M.; and I see no reason why a combination man already on the machine would be of any benefit.

Q. If you could have worked the apprentices prior to their sixth year on the machines, it would have given the office, [250] the composing room, a greater flexibility, so far as the personnel of the composing room was concerned. Is that right?

A. No. I deny that.

Q. Why do you deny it?

A. I deny it for this reason: By testimony, by the evidence that you have attempted to place in evidence, the statements you have attempted to make, you have attempted to make it appear that a straight matter operator is an inferior person and that their activities in the composing room—that they deserve less pay, and my personal experience with straight matter operators——

Q. We are not getting onto that.

A. I'am trying to answer your question.

(Testimony of George William Duke.)

Q. Will you limit yourself to apprentices for the moment?

A. I can't do that without explaining what I mean.

Q. Go ahead.

A. I will try to stay on the subject, and I believe I am on the subject when I say a straight matter operator, by his speed and his production does as much work for the company during the day as any other employee, but does not, perhaps, do the certain type that some other men might do.

Q. Mr. Duke, we aren't discussing straight matter operators. But, whether it wouldn't give greater flexibility if prior to the sixth year the apprentices were permitted to work on the machines? [251]

A. I am denying that, because we already had men capable of doing those jobs. How would it help the office to put on an inexperienced and unskilled operator during the day when they already have a good man on the machine?

Q. If you had apprentices able to work on the machines there would have been more men in the shop able to work the machines.

A. There may have been too many.

Mr. Sargent: Mr. Examiner, I am not trying to trap this man. I am trying to get an honest answer and he is avoiding every question by trying to get something else in when I ask him a question. I hope you will take that into consideration during the cross examination.

Q. (By Mr. Sargent) I believe you testified—

(Testimony of George William Duke.)

Mr. Ryan: I object to your characterization of the witness.

Mr. Sargent: You know, Mr. Ryan, that he has refused to answer the questions, point blank.

Trial Examiner Moslow: Mr. Sargent, I think it is improper for you to make those remarks during the time of the hearing. They properly belong in a brief, or in any argument addressed to me at the end of the hearing.

Mr. Sargent: I addressed it to you, Mr. Examiner.

Trial Examiner Moslow: I am here to observe the demeanor of the witness and his manner of answering, and I will decide [252] whether or not he is trying to answer candidly or to avoid answering. If you wish to help me in that task you may do so by not indulging in argument until the end of the case, or in your brief.

Mr. Sargent: Mr. Examiner, if you want to get the truth of the matter you might ask the witness to answer the questions, which he hasn't done.

Trial Examiner Moslow: If you want help, you may address me and I will see if I can help you.

Mr. Sargent: Will you instruct the witness to answer the question and not go around the bush?

Trial Examiner Moslow: I will instruct you, Mr. Duke, to try to be as brief and concise as possible.

Q. (By Mr. Sargent) You testified, during direct examination, as to what had happened under Mr. Baumgartner, and then under Mr. Burke, and

(Testimony of George William Duke.)

then under Mr. Hoiles' management of the paper. Is it not true that the only difference that took place, so far as the apprentices were concerned, was the sixth year of apprentices' training was added under the Hoiles' management, and that otherwise it was the same?

A. So far as the law, the international law is concerned, that's true.

Trial Examiner Moslow: That is not answering the question.

The Witness: Within the shop; the training was the same, but we had difficulty in trying to get the apprentices [253] thoroughly trained, because of this situation you have been speaking of, Mr. Sargent; the attempt was made often to put a man on a machine in his fourth and fifth year, in violation of union law. That answers your question, doesn't it?

Q. (By Mr. Sargent) And by violation of union law, you mean section 17, which has been referred to already, that an apprentice must be put on the machine in the sixth year?

A. Yes, sir. That, and there is another stipulation within our law covering that. If there is a '40 book here—section 2, article 7, "Machines" under "General Laws".

Trial Examiner Moslow: What page?

The Witness: Page 103.

Trial Examiner Moslow: Is an apprentice considered a member of the union?

The Witness: No, sir.

(Testimony of George William Duke.)

Trial Examiner Moslow: At what time does he become a member of the union?

The Witness: When he is obligated as a journeyman.

Q. (By Mr. Sargent) When does an apprentice take the oath of office?

A. You mean the oath of membership?

Q. The oath of membership to the International Typographical Union?

A. At the time of the completion of his apprenticeship. [254]

Q. Doesn't he take an oath of allegiance to the union at the end of his first year?

A. He takes an obligation, which is found in the laws.

Q. Look on page 93. A. Page 93.

Trial Examiner Moslow: What section?

The Witness: Section 8, Article 1.

Q. (By Mr. Sargent) In other words—section 8, is it? A. Yes, sir.

Q. He takes that obligation at the beginning of the second year, doesn't he? A. Yes, sir.

Trial Examiner Moslow: Do apprentices attend meetings of the union?

The Witness: Yes, they attend meetings, but are not allowed the privilege of voting.

Q. (By Mr. Sargent) Now, getting back to page 103, to section 2 of article 7, "Machines", it says "In machine offices." Was this a machine office? A. Yes.

Q. "Under jurisdiction of the International

(Testimony of George William Duke.)

Typographical Union.” It was under the jurisdiction of the union? A. Yes.

Q. “No person shall be eligible as a ‘learner’ on the machines who is not a member of the International Typographical [255] Union.” Does that include apprentices or not?

A. Yes, that includes apprentices.

Q. “The time and compensation of ‘learners’ shall be regulated by local unions: provided, local unions may grant permits to apprentices during the last year of their apprenticeship, during which they may learn the machines.” Is that what you had reference to? A. Yes, sir.

Q. You take that as a prohibition that they can’t learn before? A. Yes, sir.

Q. And you know of no contract where that has been permitted. Is that right?

A. I know of but few contracts altogether in my experience, sir. I don’t believe I would be a competent witness on that point.

Q. In other words, you do know of some contracts where apprentices have been put on machines before the last year, don’t you?

A. No, sir, I do not.

Q. If I show you such a contract will that change your opinion as to whether exceptions are made in these contracts?

A. It would merely——

Mr. Ryan: Mr. Examiner, I can’t see any purpose in that type of cross examination. [256]

(Testimony of George William Duke.)

Trial Examiner Moslow: I will sustain the objection.

Mr. Ryan: I have a further objection to this line of cross examination. It assumes that the point of dispute between the union and the company was as to whether or not apprentices should go on the machines before the last year of their training; whereas, the issues between the company and the union as expressed by the witness, and the previous witness also, was the fact that the company's proposal was to the effect that the company should have exclusive control over apprentices, as to the number and manner of their training. It wasn't specifically directed to the matter of putting them on machines at the end of the sixth year.

Mr. Sargent: You will admit, will you not, Mr. Ryan—

Trial Examiner Moslow: Don't argue between yourselves.

There is no question before me now.

Q. (By Mr. Sargent) Was the question of when the apprentices should be put upon the machines one of the matters in dispute between you and the Register in 1940 and 1941?

A. The main objection, or the main desire on the part of the publisher was to have full control. That would include my answer to your question.

Mr. Sargent: Mr. Examiner, may I have an answer to my question?

Trial Examiner Moslow: I think his answer is responsive.

(Testimony of George William Duke.)

Mr. Sargent: Mr. Examiner, I can't understand how you [257] can say that.

Trial Examiner Moslow: Read the question and the answer.

(The record was read.)

Mr. Sargent: I asked him if one of the questions in dispute was not when the apprentices should go on the machines, and Mr. Brown has testified it was. He doesn't answer my question.

Trial Examiner Moslow: He answers "yes", because, according to his testimony, since the employer wanted control of the entire process, it necessarily included this rule as well. Is that your answer?

The Witness: That is my answer.

Mr. Sargent: The answer to the question is "yes"?

Trial Examiner Moslow: Yes. That is his answer.

Mr. Sargent: All right.

Q. (By Mr. Sargent) Now, you testified with respect to the contract with the commercial printing shops in 1941, I believe March; how many print shops, commercial print shops are there under the jurisdiction of this union?

A. Let me think a moment. Six.

Q. Six. Are there others that are not signed up by you?

A. I believe there were two smaller ones, one man each. There was a reason for our not signing—

(Testimony of George William Duke.)

Trial Examiner Moslow: You weren't asked that.

The Witness: Oh. [258]

Q. (By Mr. Sargent) You say there were eight commercial shops in the community under the jurisdiction of your union, or within the territory covered by your union, and six of those signed is that right? A. Yes, sir.

Q. And that was true, was that true back in March 1941?

A. As I recall, there were six who signed that agreement for the increase in wages.

Q. Has each one of those print shops the right to use the union label, the "bug" today?

Trial Examiner Moslow: What was that word you used? "Bug"?

Mr. Sargent: You are not a printer, Mr. Examiner.

Trial Examiner Moslow: Is that a word indicating the label?

Mr. Sargent: Yes.

The Witness: I don't think it is in all of them.

Q. (By Mr. Sargent) No. As a matter of fact, only four of those six shops are permitted now to use the "bug". Is that right?

A. May I go into detail in answering?

Trial Examiner Moslow: No. Just answer the question as briefly as you can, and if you wish to, your counsel will enable you to make an explanation on redirect examination.

(Testimony of George William Duke.)

The Witness: To the best of my knowledge, yes. [259]

Q. (By Mr. Sargent) You also said that certain newspapers were involved with respect to the 1941, March 1, scale, and you mentioned three newspapers: the South Coast News, of Laguna Beach, Newport News, of Newport Beach, and the Santa Ana Independent, did you not? A. Yes, sir.

Q. Now, those are weekly or daily?

A. Weekly newspapers.

Q. The Santa Ana Register, is that weekly or daily?

A. I think it is still a daily.

Q. Yes. As a matter of fact, the Santa Ana Independent wasn't even doing its own printing at the time? It was hiring out the printing wasn't it.

A. Yes. It hired its printing out.

Q. I ask you whether or not the Orange County News, the Anaheim Bulletin, the Fullerton News Tribune, are daily newspapers in Orange County?

A. To the best of my knowledge they are.

Q. Had any of those papers adopted this scale which you had put into effect on March 1, 1941?

Mr. Ryan: I object to that question as immaterial and irrelevant, incompetent.

Trial Examiner Moslow: Objection overruled.

The Witness: Mr. Sargent, those newspapers are outside of our jurisdiction. [260]

Q. (By Mr. Sargent) They are all in Orange County, and they are competing papers of this paper?

(Testimony of George William Duke.)

A. There is jurisdiction in the northern part of the county and jurisdiction in the southern part. Santa Ana Typographical Union has jurisdiction over the southern half.

Q. Do you know whether or not these papers were signed up with any union, a co-local of yours, on this wage scale?

A. Not on this wage scale. It was outside of our jurisdiction.

Q. Well, you have a local which does have jurisdiction over these, do you not? A. Yes.

Q. And you know these papers compete with the Register, don't you?

A. No, not in Santa Ana they don't.

Q. They compete in the general territory, both as to—particularly as to national advertising, don't they?

A. I do not know. You are asking me something I can't reply to.

Q. Assuming, for the moment, that they do compete with this paper as to national advertising or otherwise, do you know whether any one of these papers is today paying lower or higher wages for printers than the Santa Ana Register?

Mr. Ryan: I object.

Trial Examiner Moslow: Objection overruled.

[261]

The Witness: I understand the wages are lower in Fullerton, Anaheim, and Orange; all three.

Trial Examiner Moslow: Lower than the Register?

(Testimony of George William Duke.)

The Witness: Yes, sir.

Mr. Ryan: I object again. The answer is a statement of understanding and not a statement of fact. Why encumber the record with understanding and assumption?

Mr Sargent: Mr. Examiner, I don't blame Mr. Ryan for objecting to the thing, because it hurts his case badly. If I were in his shoes I would too.

Trial Examiner Moslow: I have overruled his objection. Let us proceed.

Q. (By Mr. Sargent) Do you know whether it was the case, that is, that these wages on these three papers were lower in 1940 and up to the date of the strike in 1941 than the corresponding printers' wages in the Santa Ana Register?

A. You said "do you know." I do not know.

Q. Do you have an understanding on it?

Mr. Ryan: I have a standing objection to this line of questions.

Trial Examiner Moslow: Are you reasonably certain they are lower?

The Witness: I am reasonably certain they are.

Trial Examiner Moslow: All right. Proceed.

Q. (By Mr. Ryan): Now, except for the time when you testified [262] to the conversation of January 15, 1941 with Mr. R. C. Hoiles, when you mentioned each time prior to this, you were referring, were you not, to C. H. Hoiles? A. Yes, sir.

Q. Isn't it true that each one of the weekly papers which you suggest as coming short of the

(Testimony of George William Duke.)

scale of March 1, 1941, also had in connection with the printing shop, a commercial shop?

A. Commercial shop?

Q. Is that right? A. That is right.

Q. And does the Santa Ana Register have a commercial print shop?

A. It did not at the time I left its employ.

Q. Do you know whether it has gotten one since?

A. No, sir, I do not.

Q. Now, in those four print shops which you testified had signed, tell me how many printers in each one of those shops there were, if you know.

A. I do not know exactly. I would say—in all the six or in the four which you are speaking of?

Q. Isn't it true that each one of these just has one printer in each one commercial print shop?

A. No; some of them have two or three.

Q. Other than the man who owns the shop himself, and who [263] would be deemed the owner; only one employee outside of the owner?

A. I know in the South Coast News there were several employees at one time, when the Santa Ana Register was printed there. Several men drove from Santa Ana and worked there regularly. Also the Santa Ana Print Shop at the present time has more than one. It has about four employed.

Q. Which one is that?

A. The Santa Ana Printing Company, which is one of the commercial shops.

Q. Now, let us come to the meeting of the union on April 30, 1941. I believe you testified on direct

(Testimony of George William Duke.)

that when the union met you were present and the union reviewed the differences between the respondent and yourself. Is that right?

A. I so testified, yes.

Q. And you testified that there was no agreement as to a written, signed agreement?

A. That is correct.

Q. Now, during the time of your negotiations in 1940 and 1941, had there ever come a time when you were in complete accord in your negotiations, so that a meeting of the minds resulted on all problems?

A. No, there was never a time like that.

Q. So that there never had come a time, in either 1940 or 1941, when you could write out a contract and sign it and [264] say "This is the agreement of the parties". Is that right?

A. That is correct.

Q. Referring to Board's Exhibit 5 in evidence, a letter to Mr. Seth Brown under date of April 26th, four days before the strike, by Mr. Hoiles, "Also, we are to have complete control of the number and work of our apprentices, as we see fit for efficient operation of our plant."

Did you interpret that as meaning that the paper was trying to control the educational course of the apprentices? A. We simply knew that—

Q. Go ahead and finish.

A. We simply knew that the request was in violation of our law, and we could not accept it, and we didn't discuss whether it was a request on the

(Testimony of George William Duke.)

part of the employer to take over the educational part or not. We knew, as stated, it was illegal for us to consider it.

Q. Well, now, let me come back to my question of a minute ago. Did you interpret this as meaning an effort on the part of the management to take over the actual training of the educational course of the apprentices?

A. You mean by that the experience within the shop?

Q. No. I am talking about the educational training of apprentices.

A. You mean the I.T.U. lessons?

Q. Yes. [265]

A. We did not attempt to interpret it. We simply, directly answering you: No, we did not interpret it that way, because we felt as it stood we could not accept it. The attempt to control—have the full control, was all we considered.

Trial Examiner Moslow: Were these lessons given in the shop or elsewhere?

The Witness: They are given elsewhere. They are handed to the apprentices and he does the work in the shop, sometimes, where necessary; he does the work in the shop and attaches it to the lessons and sends it in.

Trial Examiner Moslow: It is sort of a correspondence course?

The Witness: Yes.

Q. (By Mr. Sargent) There had been up to that time no effort on the part of the management to at-

(Testimony of George William Duke.)

tempt to take over the instruction of apprentices?

A. No.

Q. In other words, you understood at the time that what the management was trying to do was to have more than three apprentices, and also they wanted to have more control over the work of the apprentices in the management's composing room. Is that right?

A. No.

Mr. Ryan: I object to the manner of cross examination in that it is argumentative. The witness has already [266] stated what the union understood the proposition to mean, in the letter.

Trial Examiner Moslow: I will overrule the objection.

Q. (By Mr. Sargent) You did understand, Mr. Duke, that there was a dispute as to the number of apprentices, didn't you?

A. May I go into just a little detail in answering this question, without saying yes or no? I will say "yes," due to the fact that the office asked for full control of the apprentices. We knew that meant unlimited apprentices which would mean, of course, the number.

Q. In other words, during the period of negotiations in 1940 and 1941, the question of the number of apprentices which the union would agree to permit in the employers' composing room was one of the matters in dispute, wasn't it?

A. Not any special number; just unlimited numbers; whether it should be limited or not be limited.

(Testimony of George William Duke.)

Mr. Sargent: Read the question again, please.

(The question was read.)

The Witness: No. It was a question as to whether the numbers should be limited or not.

Q. (By Mr. Sargent) Did you ever offer to put four or five apprentices, instead of three, in the employer's composing room?

A. We did not. [267]

Q. No. And when the management says it wants complete control over the work of the apprentices, you knew, did you not, that that applied primarily to whether or not the apprentices could operate on the machines before the sixth year?

A. It meant that.

Q. Yes.

A. And, Mr. Sargent, it also mean that, as was the case with one apprentice, he was not allowed to do anything except bank work for three full years. That is, galley dump work.

Q. Who was responsible for that?

A. Certainly not the union.

Q. Was the management controlling the apprentices, then, in that letter?

A. The foreman and the union, working together, are supposed to try to get the apprentices around, but the union always had difficulty in the last four or five years in getting those apprentices around to all the different parts of the shop. When they would be found proficient on the floor they would stay there all the time clear up until the time of their initiation as members of the union.

(Testimony of George William Duke.)

Q. In other words, the union wanted the apprentices to do one thing and the management wanted them to do another thing?

A. We wanted them to do all things in the shop.

Q. Well, now, who directs, in an average composing room, [268] what a particular apprentice is going to do? The union or the foreman?

A. Where there is a union contract that is regulated by the foreman of the chapel representing the union.

Trial Examiner Moslow: What does the term "chapel" mean? Is that the shop committee?

The Witness: That is the entire membership of the force.

Trial Examiner Moslow: It is a subdivision of the local, then?

The Witness: Yes, sir.

Q. (By Mr. Sargent) In the particular plant. Is it your position that what an apprentice does from day to day should be directed by the chairman of the chapel rather than by the foreman?

A. The position he would take would be the same as the international union provides; normally, there should be a committee representing both employer and the union, which would have joint control over this matter. We were never able to put that into effect in the Santa Ana union.

Q. I have negotiated contracts where such a committee is in effect; but there wasn't any provision for such a committee in this particular contract, was there?

(Testimony of George William Duke.)

A. Not in the contract.

Trial Examiner Moslow: Which contract are you referring [269] to now?

Mr. Sargent: The verbal contract existing up to the time of the strike.

Q. (By Mr. Sargent) There was no provision in that verbal contract in regard to a plant committee?

A. Indirectly, because the international laws are made a part of every contract; that's agreed to.

Q. That is a recommendation, not a mandatory provision?

A. It is so provided in the contract, but not signed.

Trial Examiner Moslow: What is that regulation?

The Witness: That international laws be made a part of the contract.

Trial Examiner Moslow: That was one of the terms?

The Witness: That was one of the terms.

Q. (By Mr. Sargent) Can you find in the international law whereby it is mandatory to have such a committee set up in the contract between the local and the employer?

A. It is recommended.

Q. You weren't going to say that because it is recommended it is a mandatory regulation of the international, were you? A. No.

Q. In the absence of a provision, practically, was it the chairman of the chapel or the foreman who

(Testimony of George William Duke.)

was directing the apprentice, who said what he should do upon any given day?

A. Repeat that, please. [270]

Trial Examiner Moslow: Read the question.

(The question was read.)

The Witness: The foreman always directed the activities of the apprentice in the composing room of the Santa Ana Register.

Q. (By Mr. Sargent) And that was something where the union wanted some other procedure adopted and the management wanted to keep that procedure in effect. Is that right?

A. The union simply wanted to have the laws and regulations of the union lived up to. We had various arguments over that. Yes, there was conflict of opinion on that.

Q. The union wanted to have the chairman of the chapel or its committee control what the apprentice should be doing; and the management wanted to have a continuation of the procedure whereby the foreman of the composing room directed what they should be doing? Is that right.

Trial Examiner Moslow: I don't understand. Are you talking about what they wanted before negotiations, or in the course of negotiations?

Mr. Sargent: The situation as it existed on April 30th, when he took up the matters with the union, that was the time when the die became cast one way or the other. I am trying to get the condition in the employer's composing room at the time this meeting took place. That is right.

(Testimony of George William Duke.)

I asked him the question to determine what each was [271] trying to do and what the condition had been. He has testified the foreman was directing, and I have asked him now whether that was what the management wanted to continue, and the union wanted to have either the foreman of the chapel or a committee determine what the apprentices should be doing.

That is correct, is it not, Mr. Duke?

The Witness: Yes. The foreman of the chapel we thought should have more control of the apprentices than he at present had.

Q. (By Mr. Sargent) Yes. And the management said they wanted to keep the control which they had through the foreman. Is that right?

A. Well, it was not debated, that particular item especially.

Q. Now, take your next situation; you say that the management had proposed that there be no discrimination between the union and non-union members, and I believe you also said that arose during one of the earlier April meetings, I believe April 3, 1941. Is that correct?

A. I remember that a proposition stating that request on the part of the employer was made.

Q. You do not remember whether it was the April 18th. Now, early in April, 1941 the management had suggested to you that there be no further discrimination between union and non-union members. Is that right?

(Testimony of George William Duke.)

Mr. Ryan: I object to the form of the question. [272]

Q. (By Mr. Sargent) I am simply trying to get the fact out. You tell us what the question was that you discussed before the union that time on April 30th, before the strike. What proposal of the management was there which related to union or non-union employees?

A. It was mentioned among the other grievances that we had against the Register Publishing Company.

Q. I thought you said that the management as a part of its seven proposals in 1940 had suggested there be no further discrimination in regard to union or non-union employees? Didn't you say that?

A. Yes. Weren't you asking me what we did at the union meeting of April 30th?

Q. What did the management then propose in 1940 with regard to this matter in its seven proposals?

Trial Examiner Moslow: In other words, give us more detail about this suggestion. What does it mean?

The Witness: That simply means that they could not hire at will union and non-union printers. In other words, that we would lose our rights as the bargaining agents for all of the members, or the people who worked in the composing room of the Register.

(Testimony of George William Duke.)

Q. (By Mr. Sargent) Is that what the management said at that time?

A. They stated in their seven points that they wished no [273] discrimination between union and non-union printers.

Q. In other words, the paper wanted to be able to employ union or non-union members, whichever they wanted to employ?

A. We gathered that was their request.

Q. Did they tell you in their negotiations what they meant by this proposal?

A. We simply notified them of the action of the union in refusing them, and that—I don't believe we mentioned that particular phase in our negotiation meeting.

Q. Mr. Duke, what I am trying to find out is what the difference between you and the management was with respect to this. Before you turned it down, you must have known what the proposal of the management was.

A. They wanted it; we didn't want it. That is the only difference I can discuss.

Q. Was it your understanding that this proposal of the management meant that it could employ union or non-union labor as it saw fit, regardless of whether or not they happened to have a card in the Typographical Union?

A. That was our interpretation of their request.

Q. Did Mr. Hoiles during either the negotiations in 1940 or 1941 say that is what he meant by the proposal?

A. He did not clarify it.

(Testimony of George William Duke.)

Q. And you didn't ask him?

A. No, sir. [274]

Trial Examiner Moslow: Were there any other union men working for the respondent, other than the printers?

The Witness: Yes; there were stereotypers and pressmen.

Trial Examiner Moslow: Anyone else?

Mr. Sargent: Mailers?

The Witness: No mailers.

Trial Examiner Moslow: The rest were all——

The Witness: All clerical help and reporters, and office help.

Trial Examiner Moslow: All the technical men, then, were union men?

The Witness: Yes, sir.

Trial Examiner Moslow: How about the mailers?

The Witness: I don't believe they were organized.

Q. (By Mr. Sargent) How many stereotypers were in there?

A. Two full time; not full time, no. There was one full time and one man who worked two or three days, I guess.

Q. They were both union members?

A. Yes, sir.

Q. How many pressmen?

A. One pressman and one assistant.

Q. Were they both union members?

A. Yes, sir.

Q. All right. Now, you had no further dis-

(Testimony of George William Duke.)

discussion with Mr. Hoiles, the management, with respect to other than what you [275] have given here, as to what was meant by that clause in their seven proposals, did you?

A. Simply to inform him that we rejected it. That's the only discussion we had.

Q. All right. I understood you to say on direct examination that the question had arisen during the 1940 negotiations. Is that right? The time when the seven proposals were offered by the management?

A. I said that, and I believe I also said it arose in 1941 again.

Q. When did it arise again in 1941?

A. I do not remember the date.

Q. The only reference I have from the direct testimony is you said when the management discussed what it would do, as a result of the management's letter of April 26th, that the union, in reviewing the matters, said: This is one of the matters that stands between us. Was there any mention other than that one mention in 1941?

A. I remember distinctly that it was presented in 1940, written out in a list.

Q. Yes. Isn't that the only time——

A. I am not clear as to how it was presented. It stays in my mind that we discussed it especially in our union meeting in 1941.

Q. But, as far as you can recall, there was no discussion [276] between you and the management in 1941 with regard to that matter?

(Testimony of George William Duke.)

Trial Examiner Moslow: Discussed what?

A. I have already so testified.

The Witness: That there was no discussion on that particular point, except we refused.

Q. (By Mr. Sargent) Now, you testified that one of the things which was brought up by the management in 1940 was the question of paying straight matter men a lesser rate, that is, 75 cents an hour, instead of \$1.00 an hour. You recall having testified to that? A. Yes.

Q. Now, that was something which had never come in for discussion in 1941 meetings. Isn't that so? To reframe my question, which is a little bit ambiguous, isn't it true that this question of paying straight matter men a lesser rate than the average journeyman printer did not arise in the 1941 negotiations?

A. No, it was discussed in the 1941 negotiations.

Trial Examiner Moslow: Was or was not?

The Witness: It was.

Q. (By Mr. Sargent) What time was this discussed in 1941?

A. In one of the negotiations. I can't state just exactly which one. We discussed the merits of it, pro and con.

Q. If I am correct in my recollection, there were only two [277] negotiational meetings in 1941. One, the meeting of—

A. You are referring to my testimony?

Q. Yes. So far as your testimony, one meet-

(Testimony of George William Duke.)

ing was April 18th, and one the 26th, although Mr. Brown did have a meeting April 3, 1941.

A. Mr. Sargent, if you will recall, we straightened out that matter of the date of this letter, and recalling that that letter was written on or before April 3rd, there was a meeting the first week of April.

Q. Let us assume there were three meetings. I ask you if you can recall whether or not the subject of lesser compensation for straight matter men was discussed at any one of the three April meetings? A. I am sure it was.

Q. It couldn't have been discussed at any great length, could it, or you would have remembered it?

A. It was brought up as being objectionable to the union.

Q. It was simply a left-over from the 1940 negotiations? A. Yes; it was still unsettled.

Q. In other words, it was one of those things in abeyance, after a lapse of some ten months, between the 1940 negotiations and the 1941. Is that right?

A. It was something we had taken no action on definitely.

Q. Yes. Now, there was one other thing which you testified on direct, that was considered at the time when the union [278] voted a strike, and that was that a man shouldn't be hired for less than a full day. Had that been discussed during the 1940 or 1941 meeting?

A. It was discussed both years.

(Testimony of George William Duke.)

Q. And was that of the same category as the straight matter pay, something that was hung over from the 1940 negotiations?

A. Something we had not been able to agree on.

Q. Was there any detailed discussion in the 1941 negotiations?

A. We discussed the matters pro and con.

Q. And you could not agree upon that?

A. Could not agree on it.

Q. Now, isn't it true that the chief matter of concern, the chief difference of opinion was with regard to the two things set forth in the company's letter, Board's Exhibit 5 in evidence, with respect to the suggested weekly increase in pay of two and one-half dollars at the same hourly rate, which the management offered, and also the question of the number and work of all apprentices? Those were the two things, were they not, which were most in your mind at the time the strike was voted?

A. All of those matters entered into our vote; those two things were relevant to it. They were important, but not the most important.

Q. What was the most important, in the union's mind, at that [279] time, Mr. Duke?

A. The fact that we could not reach any agreement with the Register Publishing Company on all matters with which we had been attempting to negotiate with them: a signed contract; full control of apprentices; the straight matter men at 75 cents an hour; the hiring of union or non-union men in-

(Testimony of George William Duke.)

discriminately; the various other things I mentioned in my testimony previously.

Q. Now, the union felt very strongly upon each one of these matters which you have mentioned, did it not?

A. It could not consider any of them as being legal for us to adopt.

Q. In other words, the only one of all those things which the union could yield on was the question of wages. Isn't that true?

A. I don't understand your question, Mr. Sargent.

Q. I understood you to say that all the rest of them were non-negotiable, because you believed the International wouldn't permit you to do anything except take the position which you had taken. Isn't that so? A. Yes.

Q. So that the only thing which you could have negotiated on with regard to was the question of some adjustment of wages, isn't that so?

A. The price per hour. [280]

Q. The price per hour, yes. And when you came to submit to the management or to suggest to the management that it arbitrate, or that it have a Federal Conciliator in, at that time you had in mind that you would have to secure a concession from the management on these other points entirely in your favor, and that the only matter which could be subject to conciliation, therefore, would be the question of how much should be paid per hour. Is that right?

(Testimony of George William Duke.)

A. If you mean by "conciliation" reaching an agreement, no; because we felt that all these other matters needed to have an agreement reached upon them between us, an understanding that we would abide by union law rather than by the requests made.

Q. Did you offer in your arbitration, or with Mr. Fitzgerald, the Federal Conciliator, to arbitrate or conciliate as to any of the other matters except wages?

A. I can't answer. I was in Los Angeles at that time.

Q. From what you know of the picture, would the union have been willing at the time of the strike in April 30, 1941, to have yielded on any of the other points except wages?

Trial Examiner Moslow: I cannot allow that question. It is so speculative. This witness wasn't there.

Mr. Sargent: Oh, he was there at the time of the meeting.

Trial Examiner Moslow: You asked him would the union have [281] yielded.

Mr. Sargent: He was at the meeting. He was president of the union. When the labor conciliator was suggested he was there.

Trial Examiner Moslow: You are asking him did they reveal at the meeting of April 30th that they would yield?

Mr. Sargent: That is correct. The time of the strike.

(Testimony of George William Duke.)

Trial Examiner Moslow: Read the question again.

(The question was read.)

Mr. Ryan: I object. I understood him to ask: Would the union have been willing to yeild.

Mr. Sargent: I asked him if the union would have yielded.

Trial Examiner Moslow: I will sustain the objection.

Mr. Sargent: But, Mr. Examiner, this is the very heart of the whole negotiation.

Trial Examiner Moslow: How is he going to determine whether they would have yielded unless the matter was brought up?

Mr. Sargent: Because he was present at the meeting when they discussed these things and reviewed the entire history. If anybody would know, this witness would know what the attitude of the union was.

Trial Examiner Moslow: How could he have foretold the attitude unless there was a vote on it?

Mr. Sargent: I am going to ask him. [282]

Trial Examiner Moslow: Let us proceed.

Q. (By Mr. Sargent): Were you present at a meeting of April 30th when the union discussed the situation as to whether it would strike or not?

A. Yes.

Q. Before the union took a strike vote did it discuss the various things to which you have testified?

A. Yes.

(Testimony of George William Duke.)

Q. With respect to the various points in controversy?

A. They were all considered jointly.

Q. Yes. Now, at that time, on April 30, 1941, at that union meeting, did the union demand, say or take the position that it would yield on any of the matters except wages in order to reach an agreement with the company?

A. You mean, was there a vote on that question?

Q. Was there an expression of the union either by voting or otherwise?

A. No expression by voting.

Q. Well, did the union take any expression by a resolution or by any other action which would indicate it would yield on any one of those points in order to reach an agreement with the respondent?

A. You are asking me something that I do not know, because there was no action taken in the form of a resolution or a vote. I don't know what the individual wishes of the members might [283] have been on that subject, because they were not stated.

Q. Was there any expression on the part of the union membership as to which one of these particular matters it deemed most important?

A. I testified a moment ago they were all considered and acted upon jointly.

Q. Would the Typographical Union laws have prevented their yielding upon every point except that of wages?

Mr. Ryan: I object. The laws are set forth in

(Testimony of George William Duke.)

the constitution, which is in evidence, and speak for themselves.

Trial Examiner Moslow: I will overrule the objection. Let us ask specifically. Did your laws prevent you from arbitrating the question of apprentices?

The Witness: My belief is that it would prevent us from arbitrating the question of a law of the International Typographical Union. I will answer that clearly. We are prevented from arbitrating a law under the International Typographical Union.

Q. (By Mr. Sargent): Would it have prevented you from arbitrating with respect to the question of less pay for straight matter men?

Trial Examiner Moslow: Where do you see that in the laws, by the way? You said it is forbidden by the laws.

The Witness: Just a moment. Section 2, Article 2, of the General Laws. [284]

Trial Examiner Moslow: Section 2, Article 2, page 96. The question I will ask you is: Where is there anything in the laws that relates to a definite rate for straight matter men?

The Witness: There is no such provision.

Trial Examiner Moslow: Then, could that matter have been arbitrated?

The Witness: No, sir.

Trial Examiner Moslow: Why not, if there is no provision in the laws preventing its arbitration?

The Witness: You mean: Why not arbitrate the

(Testimony of George William Duke.)

question of having some journeymen work for less than the minimum scale?

Trial Examiner Moslow: Was there anything in the laws which forbade you to have one scale for straight matter and one scale for other types of work?

The Witness: Yes, there should be a minimum scale which covers all employees in the composing room.

Trial Examiner Moslow: That is the law I would like to look at. Can you find that?

The Witness: I think so.

Trial Examiner Moslow: That section specifically states they are not subject to arbitration?

Mr. Sargent: Which one is that?

Trial Examiner Moslow: The one he just cited to me. The laws themselves provide it is not subject to arbitration. [285]

Mr. Sargent: That has anything to do with the laws? What section was that?

Trial Examiner Moslow: Page 96.

The Witness: I can't find it now.

Trial Examiner Moslow: If you find it later, advise Mr. Ryan.

The Witness: All right.

Trial Examiner Moslow: Let us proceed.

Q. (By Mr. Sargent): What other of the matters between you, the union and the company, Mr. Duke, were not subject to arbitration?

A. The full control of apprentices.

Q. We talked about apprentices. We have had

(Testimony of George William Duke.)

the question of straight matter men. What about this particular proposal that a man couldn't be hired except for a full day? Was that a matter——

A. That is a law.

Q. In other words, you couldn't arbitrate that, could you? A. No.

Q. In other words, if a man is called in for a half day's work, he has got to be paid a full day under the I.T.U. law?

A. I understand that is the law.

Q. And you couldn't arbitrate that, then?

A. No.

Q. About the only thing you could have arbitrated, then, [286] would have been the question of salaries. Is that right? Wage rates?

A. If you mean so far as actually placing those matters in the hands of a third party—arbitration, you mean, or conciliation?

Q. Yes. A. I think that is correct.

Q. And when you suggested, you or Mr. Brown in your presence suggested on several occasions there might be arbitration or conciliation of those things, on none of those occasions did you ever tell the management that you could arbitrate or conciliate on anything other than wages?

A. On any of these proposals other than wages?

Q. Yes. Now, what was the real reason as to why the union was unwilling to have its members in respondent's composing room work an extra two and one-half hours per week for an increase in

(Testimony of George William Duke.)

weekly wage at the same hourly rate of two and one-half dollars a week?

A. What was the reason?

Q. Yes.

A. Because that was stated in this fashion: That we would have five seven-hour days, and one five-hour day, and we objected to having more than five full days of employment.

Q. In the letter, Board's Exhibit 5 in evidence, the letter of April 26, 1941 by Mr. Hoiles to Mr. Brown: "Namely, we [287] are willing to allow our printers to work 40 hours a week, instead of 37½, at the same rate they are now getting of \$1.00 an hour. This will give them a weekly increase of \$2.50, or approximately \$130 a year."

Now, that final proposal said nothing about whether it would be five or six days a week, did it?

A. That had already been discussed before.

Trial Examiner Moslow: When?

The Witness: In 1941.

Q. (By Mr. Sargent): And if it had meant not to exceed eight hours per day, five days a week, or a total of 40 hours, would you have been willing to accept it then?

A. Mr. Sargent, in our law, in answer to your question, in our verbal agreement the Register had a perfect right to go to five days a week, eight hours a day, any time it gave us two weeks notice in writing.

Q. Then, you would have had no objection if

(Testimony of George William Duke.)

the proposal of the management had meant five eight-hour days per week, would you?

A. We would have agreed to that.

Q. Did you ask the management when the April 26th letter came, whether it meant there was going to be five days at eight hours or six days with a shorter day at the end? Did you ask the management that?

A. We had already discussed those things before. [288]

Q. After all this was the final proposal upon which you voted your strike?

A. We deemed it a restatement of their position, just as they also restated their position on the apprenticeship question.

Q. You didn't know at the time whether the management was limiting it to five or six days a week, other than you had had negotiations previously in the month about it?

A. We had a very good understanding of what it meant.

Q. One more question in regard to this: At any time after receipt of the letter of April 26th from the management, did you, or to your knowledge did any other member of the union ask the management whether the 40 hours were to be worked in five or six days of the week?

A. No, we did not.

Q. Now, what was your idea about whether cordial relations had existed between the union and

(Testimony of George William Duke.)

the company during the years 1940 and 1941, up to April 3rd?

A. My idea was that it was exactly the opposite.

Q. That there weren't cordial relations? Is that right? A. True.

Q. Now, I show you a letter, Respondent's Exhibit 1 for identification, written on April 3, addressed to Mr. C. H. Hoiles, Santa Ana Register, signed "Santa Ana Typographical Union, 579, George W. Duke, President." Did you sign that [289] letter? A. Yes, sir.

Q. And did you read the letter before you signed it? A. Yes, sir.

Q. Did you prepare the letter?

A. Yes, sir.

Q. You said on April 3, 1941: "The cordial relations existing between yourself and the union men in your employ should give you great satisfaction in these days when there is so much strife between employers and employees. We trust that this feeling of partnership may continue and be strengthened." Did you mean that or didn't you when you wrote it?

A. That was a diplomatic letter, attempting to smooth over the difficulties in the past. We thought by bringing such a conciliatory attitude we would start negotiations on an even scale again, with a chance of having them ironed out. It was a matter of diplomacy. That was about the same time as the Munich conference in England.

(Testimony of George William Duke.)

Q. In other words, you were engaging in appeasement? A. Yes, sir.

Q. And you didn't mean what you wrote in that letter?

A. I meant that would be our wish.

Trial Examiner Moslow: The Munich conference didn't take place in 1941. [290]

The Witness: '38. I had it in mind.

Q. (By Mr. Sargent): Let me see if I have your attitude clearly. I don't want to get it except as you give it to me. Am I correct in my understanding that you didn't actually believe what you wrote here, but that you said it because you thought it might create better feeling on the part of the paper?

A. I thought it might help to erase some of the difficulties we had been having in the past.

Q. In truth, you felt there were not cordial relations? A. How could we feel that way?

Trial Examiner Moslow: Just answer the question without arguing.

Q. (By Mr. Sargent): In your mind you knew there were not cordial relations between the paper and the union men? A. Yes.

Q. And that instead of there being great satisfaction, if the truth were known, there was a ground for dissatisfaction with the relationship? Is that right?

A. I deny there was ground for dissatisfaction.

Trial Examiner Moslow: Was there dissatisfaction?

(Testimony of George William Duke.)

The Witness: There was dissatisfaction.

Q. (By Mr. Sargent): There was dissatisfaction, and that dissatisfaction was on the part of the union men with the paper. Is that right? That is, the dissatisfaction that [291] existed, you say was a dissatisfaction of the union men against the paper. Is that right? A. I did not say so.

Q. I am asking you, is that what you meant? Or did you mean the management had a right to be dissatisfied as against the men in its employ?

A. I meant in my remarks that the attitude of the paper definitely was one of dissatisfaction, in those editorial columns, and we were attempting to erase any ill feeling that may have been engendered by these editorials, and by our reaction to them; it would be a conciliatory move on our part.

Q. Then, there was no dissatisfaction of the union men with the paper, but the dissatisfaction was on the part of the paper with the union men. Is that right?

A. That is the way we saw it, yes.

Q. It is a fact, isn't it?

A. I believe it is a fact.

Trial Examiner Moslow: I don't understand the answer. What is a fact?

The Witness: We gathered from the various editorials, sharp criticism directed by this person, mentioning us by name in the editorial columns of the paper that there was general dissatisfaction with our being there.

Q. (By Mr. Sargent): You didn't mean to in-

(Testimony of George William Duke.)

dicate, did you, by your answer to the Examiner's question, that any person a [292] member of the union was mentioned in the editorials?

A. The union itself was mentioned: "Printers in my employ," was one of the terms mentioned.

Q. No individual printer was mentioned by name, was he? A. Oh, no.

Q. This is the only ground, in your mind, that shows dissatisfaction on the part of the paper with the union or its members. Is that right?

A. That, and its refusal to come to an agreement with us in our negotiations in the year past.

Q. Let us limit ourselves now to 1941. When you wrote this letter you testified you thought there was dissatisfaction on the part of the management with the union and its members, and I asked you whether or not your ground for this was the editorials written in the paper?

A. That was one of the grounds, I believe I testified.

Q. I see. You felt that the management shouldn't express itself in its editorial columns with respect to union matters? Is that right?

A. When the opportunity was always present to discuss them with us personally, we felt aggrieved over the fact that—using a slang expression—the dirty linen was hung out for the public to admire.

Q. In other words, you felt Mr. R. C. Hoiles' remarks should have taken place in the composing room, anything he [293] had to say about the union

(Testimony of George William Duke.)

or the membership, should be taken up with you people individually, or with the negotiating committee, rather than that there should have been a comment in an editorial?

A. We felt that would have been better, yes.

Q. Isn't it true that the editorials touched upon a great many labor matters generally?

A. Yes. It also touched specifically on many.

Q. The word "editorial" covered the whole realm of labor relations, didn't it?

A. Yes, sir, and then some.

Q. Did you ever write to the paper objecting to any of those editorials?

Mr. Ryan: I object to that as immaterial.

Trial Examiner Moslow: I will sustain the objection. Was there any obligation to write, Mr. Sargent?

Mr. Sargent: No. But if the management turned him down, that would have been indicative of something. However, I simply asked him did he ever write and object to this practice.

Trial Examiner Moslow: Suppose he did. What difference would it make?

Mr. Sargent: If the management turned him down and said: No, you can't object, that would have been one thing——

Trial Examiner Moslow: I don't consider it material, but I will allow you to answer. Did you ever write? [294]

The Witness: No, sir.

Q. (By Mr. Sargent): You never made a com-

(Testimony of George William Duke.)

plaint either to the management, either by writing, or otherwise, that it shouldn't print these editorials, did you?

A. No, sir. It was mentioned to Mr. Hoiles personally.

Q. By you? A. Yes.

Q. In other words, you told Mr. Hoiles that he shouldn't print these editorials about labor unions. Is that right?

A. Yes, I told him—no, wait a minute. I told him I felt his sharp criticism of us was unjust.

Q. Did you seek to give him a reason why you felt they were unjust. A. Many times.

Q. Did he listen to you?

A. Yes, and I listened to him.

Trial Examiner Moslow: Is this the elder Mr. Hoiles?

The Witness: R. C.

Q. (By Mr. Sargent): Now, you have been talking about Mr. R. C. Hoiles. Is that right?

A. Yes.

Q. After one of these discussions neither one of you was convinced, is that right? A. Correct.

Trial Examiner Moslow: How much more do you have? [295]

Mr. Sargent: Oh, a few things more.

Trial Examiner Moslow: Proceed. We will recess for five minutes.

(A short recess was taken.)

Trial Examiner Moslow: The hearing will come to order.

(Testimony of George William Duke.)

During an off the record discussion it has been agreed that there will be no session here on Saturday. This was done at the request of Mr. Sargent, and also because the custodian of the building tells me we will have to be out of the building by 12:00 o'clock. We will try to sit a little later tonight, and sit a little later Monday.

Proceed.

Q. (By Mr. Sargent): Mr. Duke, at no time were you ever refused space in the paper to answer any editorials which you or the union might object to?

A. I didn't ask for any; no, I was never refused.

Q. Did you mean to indicate on your direct testimony that the picket lines had been established around this plant continuously ever since April 30, 1941 to date?

A. I could not say one way or the other that they had been. It was my understanding that they had been maintained from that time until now.

Q. Don't you know that days have gone by when there hasn't been a picket there?

A. No, sir, I don't know that. [296]

Q. There have been many days when you haven't been there to see the plant for days at a time. Is that correct? A. That is correct.

Q. You are aware there have been no picket lines around there the past few days, are you not?

A. That I am not sure of.

(Testimony of George William Duke.)

Q. Now, you say that you had a talk with Mr. Hoiles on the morning of May 1st. Is that right?

A. No. I wish to correct that. It must have been a day later. I will repeat my evidence that there were many men in the composing room. I have been told the next day there were very few in there, so it must have been the second day then.

Q. As a matter of fact, do you know whether any employees were hired the following day by the management?

A. I do not know.

Q. Do you know from your information of the situation that the executives got out the paper without employing anybody the following day?

A. I remember the Santa Ana Register was published May 1, 1941.

Q. Did that paper say the executives got it out without any outside people being employed?

A. I remember articles which so stated.

Q. As a matter of fact, even the metropolitan papers in [297] Los Angeles, several of them, so stated in their newspaper columns, didn't they?

Mr. Ryan: I object to that as incompetent and irrelevant.

Trial Examiner Moslow: Objection sustained.

Q. (By Mr. Sargent): You wish to withdraw your testimony that on May 1st there were 15 additional employees there?

A. Yes. I will say that was a day or so later.

Q. Did you go inside at the time?

A. I went into Mr. C. H. Hoiles' office, yes.

Q. Did you go through the picket line?

(Testimony of George William Duke.)

A. I was permitted to.

Q. Now, in your conversation with Mr. C. H. Hoiles just after the strike had been voted by the union, on the night of April 30th, you had such a conversation with him, did you? A. Yes.

Q. And you notified him that the union was going to strike beginning 7:00 o'clock the following morning? A. Yes.

Q. That the night men would continue to work their shift? A. Yes.

Q. As a matter of fact, the night men were paid for that shift, were they not, prior to their going to work on that shift? A. Prior to that?

Q. Yes. [298] A. What night was that?

Q. The 30th.

A. I believe that may be true, since pay day usually came on the last day of the month.

Q. Yes. Now the night men did go off the job, did they not? A. Yes.

Q. About 11:00 o'clock that night?

A. Yes.

Q. Had there been any argument with you, with Mr. Hoiles, when you notified him the strike was on, that he wouldn't get any outside people to help out? A. No.

Q. No. In spite of the editorial policy to which you say you and your union took exception, the management's attitude toward you had been very friendly, had it not?

A. What do you mean by their attitude toward me? Their personal relations with me?

(Testimony of George William Duke.)

Q. Yes. A. We were on speaking terms.

Mr. Ryan: I object to the question as immaterial.

Trial Examiner Moslow: Objection overruled.

Q. (By Mr. Sargent): Isn't that true, Mr. Duke?

A. We had speaking relations, if that is what you mean, yes.

Trial Examiner Moslow: You said "we". Do you mean you?

The Witness: Between Mr. C. H. and Mr. R. C., also. [299]

Q. (By Mr. Sargent): Wasn't there a friendly relation between you and them?

A. We tried to maintain such a relation to the best of our ability, yes.

Q. I am asking you whether, between you, George W. Duke, and the management, there wasn't a cordial and friendly relationship?

A. I believe that both sides tried to maintain a personal relationship there that was all right.

Q. I had expected you to say: "Yes, there was." Mr. Hoiles used to loan you a lot of books? You used to discuss many things together?

A. He even gave me a book, when I first began to talk with him.

Q. There was a time in 1940, in the heat of the campaign, when an instance arose that indicated the management was trying to be friendly toward you—

A. What campaign?

Q. The Roosevelt-Willkie campaign.

(Testimony of George William Duke.)

A. I don't know exactly what incident you are referring to, Mr. Sargent.

Q. Didn't there come a time in that campaign when the radio editor, Tom Dennison, had a syndicated column for some 22 papers, and didn't he put some Willkie stickers on his matter, and you wouldn't set it up in type? [300]

A. That is right.

Q. And you didn't set it up, and he was almost late for his 22 papers. Wasn't that so?

A. Yes.

Q. And the management, instead of taking it out against you, fixed the situation up and you came down there at night and set it? A. Yes.

Q. The management didn't criticize you or try to take advantage of the situation to embarrass you personally, did they?

A. In fact, I went to Mr. C. H. Hoiles and apologized personally for the whole thing.

Q. I am bringing out the matter of the good relationship between you and the paper. Isn't that so? A. I will say there was, personally.

Q. When you came to Mr. Hoiles on the night of April 30, 1941, wasn't your remark to Mr. Hoiles as follows: There is going to be a strike tomorrow morning, because the boys refuse to work any longer at the old scale? A. No.

Q. Didn't you say that, or that in substance to him? A. No.

Q. In your conversation with him didn't you mention dissatisfaction on the part of the boys with the scale? [301] A. You mean the scale?

(Testimony of George William Duke.)

Q. Scale, yes.

A. I did not mention scales specifically. I mentioned we could not come to an agreement.

Q. I see. Isn't it true that during negotiations in 1940 or 1941 that the management acceded to the union's desires and changed the starting time as the union wanted it done?

A. That may have been done officially, but the very last Friday I worked at the Register I started at 6:30 a. m., and all the force started at 6:30 a. m., those that worked on the day side.

Q. Mr. Ryan asked you the question with regard to: did you reach any agreement during the various meetings. You have had enough experience in negotiational meetings to know that it's the final time when the minds meet upon the important matters that everything comes into an agreement. Isn't that true? A. That is true.

Q. And the reason why no agreement was reached here was because you and the management could never get together on the few important things on which you had diametrically opposite positions?

A. No effort was made on the part of the employers to make a conciliatory move towards us in any respect whatsoever. I will make that statement. [302]

Q. You had a raise of \$2.50 a week offered you?

A. That was not a raise in the hourly rate. We were going to be allowed to work two and one-half hours more.

(Testimony of George William Duke.)

Q. That was two and a half hours more time you were permitted to work?

A. The office had that right, any time during the verbal contract we have been talking about in this trial, as I stated a while ago, any time, upon two weeks notice during the duration of that contract, they could have notified us and established a 40 hour week, five days of eight hours each week.

Mr. Sargent: Mr. Examiner, I was wrong this morning when I said that I, by my questions, thought the overtime provision was over 40 hours a week. I was wrong. I understand the overtime was over 37-1/2 hours a week, not over 40.

Trial Examiner Moslow: Let us clarify it through this witness.

Q. (By Mr. Sargent): What was the provision about when overtime would begin in the verbal agreement in effect in 1937?

A. At the end of the regular day's work, seven and one-half hour shift.

Q. That is, overtime over seven and one-half hours per day, work over seven and one-half hours per day, was overtime, regardless of the number of hours per week? [303]

A. That is my understanding, that it was.

Q. Was there any difference with respect to whether—

Trial Examiner Moslow: Excuse me. You spoke of a clause which allowed the employer on two weeks notice to go on a 40 hour week. You mean

(Testimony of George William Duke.)

a 40 hour week without any penalty provisions for overtime?

The Witness: Yes. Then the 40 hours could be worked without overtime.

Trial Examiner Moslow: Then that would allow the employees to work eight hours a day without overtime?

The Witness: Yes.

Q. (By Mr. Sargent): A moment ago you made a statement that the management refused to make counter-proposals. Do you make that statement, taking into consideration the fact that the management has made, by your own testimony, seven counter-proposals, in 1940, and written and verbal counter-proposals in 1941?

A. Of course, I meant by my testimony that they have made no counter-proposals which would work toward a settlement of the differences between us.

Mr. Sargent: I object to the characterization "which would work toward a settlement of the differences between us." That wasn't put as originally stated and I ask that may go out, Mr. Examiner.

Trial Examiner Moslow: I will let it stand. He is now [304] qualifying his previous answers.

Q. (By Mr. Sargent): And the union, likewise, didn't make any counter-proposal with respect to apprentices, over time for straight matter men, and upon other matters other than wages, which, in the same sense, would look toward an agreement, did it?

(Testimony of George William Duke.)

A. We made several counter-proposals regarding wages.

Q. I am talking about other than wages.

A. We made no counter-proposals regarding apprentices.

Q. You made no counter-proposals on anything except in regard to wages. Isn't that true?

A. That is correct.

Q. So far as the labor relations of this paper were concerned, for 23 years there had been a policy, had there not, of simply having a friendly understanding with respect to contracts, and no one of which had been committed to writing. Isn't that true?

A. Repeat the question, please.

Mr. Sargent: Read the question.

(The question was read.)

The Witness: No.

Q. (By Mr. Sargent): Writing, and executed.

A. None had been signed to my knowledge.

Q. The same policy which was conducted by the Hoiles had been that which was conducted by Burke, and previously had [305] been conducted by Mr. Baumgartner. Is that correct?

A. The same policy in regard to a signed, written contract.

Q. Yes. And there was nothing different in 1940 or 1941 on this question than had existed in previous years, was there?

A. Except that our faith had been shaken due to the fact that we felt that there was antagonism

(Testimony of George William Duke.)

towards us as union men. We wanted a signed, written agreement which would be in good faith.

Mr. Sargent: I will ask that "we felt" go out.

Trial Examiner Moslow: I consider it irrelevant. I will let it stand, even though it may not be responsive.

Q. (By Mr. Sargent): The reason for your having felt as you do, which the Examiner has permitted to stand, was editorials which you read in the paper?

A. The editorials, and the fact that we could not reach an agreement between those owners and ourselves.

Q. As a matter of fact, Mr. Duke, what you wanted the owner to do was to agree to your proposals, and except for wages, you didn't propose to yield on any of them, so that there could be a basis for agreement; isn't that true, except upon your terms?

A. Upon the terms of the International Typographical Union laws, Mr. Sargent; we proposed to stand firm on those. In so doing we attempted to maintain a union within that chapel.

Q. And that meant that the management in all cases except [306] wages would have to come to your terms, if an agreement was reached?

A. It would have to meet the laws and regulations of the International Typographical Union, of which we are a member.

Q. Please, Mr. Duke, let us have an answer to my question. It is the same thing, but let us have a

(Testimony of George William Duke.)

clear cut answer. It meant, except for wages, because of your position, the management would have to come in all matters to your position to reach an agreement, except for wages. Isn't that true?

A. I will qualify my answer.

Mr. Ryan: I object to the question on the ground it assumes a fact not in evidence.

Trial Examiner Moslow: I will overrule your objection. You may answer.

The Witness: I will qualify that this way. Will you read that again, please?

(The record was read.)

The Witness: Our position is dictated by the International Typographical Union, and we would have no position as individuals, or as a group, except those conditions which would meet with compliance, with the laws of the International Typographical Union.

Mr. Sargent: Mr. Examiner, I submit to you I asked a question to which a yes or no answer is a very obvious thing, and I would like to have the witness answer it. [307]

The Witness: Mr. Examiner——

Trial Examiner Moslow: Just a moment. Read the previous question.

(The record was read.)

Q. (By Trial Examiner Moslow): Mr. Duke, you had no privilege of varying from international rules? A. That is correct.

Q. And the international rules covered everything but wages, or were other things left for negotiation?

(Testimony of George William Duke.)

A. Those were subject to negotiation.

Trial Examiner Moslow: Does that answer your question?

Mr. Sargent: No. I am asking a further question now.

Q. (By Mr. Sargent): Isn't it true, Mr. Duke, that regardless of the reason that the management would have had to agree with each one of the controversial subjects on your terms, except for wages, in order to reach an agreement with you?

A. I can't answer that yes or no.

Q. You certainly can. You have answered it a dozen times around the bush, but never directly.

Trial Examiner Moslow: What do you mean you can't answer yes or no? Let's have a full answer.

The Witness: Well, my position is this: Simply that the attorney is attempting to get me to make a statement as to a subject which was under negotiation at the time, and which [308] we could not reach an agreement upon, and if I make a direct yes or no answer now, it would, in my opinion, jeopardize the stand after that.

Mr. Sargent: All I want is the truth.

Q. (By Trial Examiner Moslow): Are hours covered by international law or are they subject to negotiation?

A. Hours up to 40 hours per week are subject to negotiation, and those had already been settled.

Q. Did the union make any other demands be-

(Testimony of George William Duke.)

sides wage increases of any kind, in the negotiations?

A. We asked for a signed, written agreement of the terms which would be reached.

Q. Is there anything in international law that requires an agreement to be written?

A. It is customary.

Q. Is there anything that requires it to be written? You had been existing for many years without having a written contract, had you not?

A. Yes.

Q. Is there anything that required it to be written, then? A. I think not.

Q. Were there any other demands of yours besides wages and the signed agreement?

A. That we come to an agreement and eliminate these other questionable practices which had been advanced by the employer, [309] which we were not able to do?

Trial Examiner Moslow: Continue.

Mr. Sargent: I ask to have the original question read again, please.

Trial Examiner Moslow: I think we have gone over this ground thoroughly. Any further questions are only a matter of argument or rhetoric. The facts are now in the record.

Mr. Sargent: I haven't got an answer now.

Trial Examiner Moslow: He has answered he was not free to negotiate on matters covered by international law.

Mr. Sargent: I asked whether or not the man-

(Testimony of George William Duke.)

agement wouldn't have had to agree upon everything except wages upon the union's terms, in order to reach an agreement.

Trial Examiner Moslow: He said they could arbitrate on hours and a signed contract.

Mr. Sargent: If he is testifying honestly why doesn't he answer "yes"? That is the truth.

Trial Examiner Moslow: I don't think your question can be answered "yes" in view of the testimony he has given.

Mr. Sargent: I am asking the truth. The truth is he has testified around the bush, but never directly, that unless the management met every single proposal of the union on the union's terms, except wages, there couldn't have been an agreement.

Trial Examiner Moslow: He just answered there could [310] be negotiation on hours over 40 hours a week. To that extent the employer had some leeway on the question. Continue.

Mr. Sargent: It was a question of this union, not the employer. I submit you want to get a record which is clear.

Trial Examiner Moslow: He has already given me three subjects on which there was some room for negotiations.

Mr. Sargent: Why doesn't he answer the question "no" if that is the case?

Trial Examiner Moslow: I don't know. Ask him.

Mr. Sargent: Do you understand the question, Mr. Duke?

(Testimony of George William Duke.)

The Witness: I am not sure I do, sir.

Mr. Sargent: I will go over it again.

Q. (By Mr. Sargent): If an agreement was to be reached in 1941 between the paper and the union, was it necessary for the paper to agree to each of the proposals of the union except the question of wages?

A. This is only a matter of opinion. We voted on the entire question, but I will say this: Had we been able to get a signed, written agreement from them, I believe we would have gone without an increase of wages, and still maintained the status with them.

Trial Examiner Moslow: That is not the question you were asked.

The Witness: Will you read the question?

Q. (By Mr. Sargent): All right, again. Except for the [311] exception wages for the paper and the union to reach an agreement, would it have been necessary for the paper to have agreed to each of the other matters in dispute with the union? That is exclusive of wages? A. Yes.

Mr. Sargent: That is all.

Trial Examiner Moslow: Any further questions?

Redirect Examination

Q. (By Mr. Ryan): Mr. Duke, the proposals as you have already outlined in your direct testimony included the discussion of vacations, did they not?

A. Yes.

Q. One of the requests of the union made to

(Testimony of George William Duke.)

representatives of the company in the meeting of April 15, 1940 was that if the terms were agreed upon between the union and the company representatives, that the union would desire they be reduced to a signed, written contract. Is that right?

A. Yes.

Q. At any time from then on throughout the negotiations which continued intermittently until the day the strike began, did the union ever retract that request upon the company? A. No.

Q. Was the union still maintaining its position for a signed, written contract at the time that the strike was voted on? A. Yes. [312]

Q. Are you still maintaining that as one of your positions? A. Yes, we are.

Q. You were asked on cross examination in respect to the supervision of apprentices' training in the composing room of the Register, as to what the method of supervision was, and whether or not there was any provision in your by-laws as to how these apprentices should be supervised in their training, section 18 in the 1941 by-laws.

Trial Examiner Moslow: Referring to General Laws, Article 1, Section 18, at page 95 of Board's Exhibit 4?

Mr. Ryan: Yes.

Trial Examiner Moslow: What is your question?

Q. (By Mr. Ryan): My question is whether or not there is anything in the by-laws which regulates the supervision of the training of apprentices?

A. Yes, there is.

(Testimony of George William Duke.)

Q. Will you look at Board's Exhibit 4 and tell us what section of the by-laws covers that point?

A. Section 18.

Q. And what page, under what—

A. Page 95.

Mr. Sargent: 1940?

The Witness: 1940.

Mr. Ryan: Yes. May we go off the record?

Trial Examiner Moslow: Off the record. [313]

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Mr. Ryan: Will you stipulate that the provision, Section 18, page 95 of the 1940 by-laws of the International Typographical Union is identical with the provision as it now exists in 1942?

Mr. Sargent: Oh, yes.

Mr. Ryan: It still continues as the same provision.

Trial Examiner Moslow: Is it agreed it was the same in 1941, also?

Mr. Sargent: I assume so. I would be willing to stipulate that.

Trial Examiner Moslow: Do you stipulate that, Mr. Ryan?

Mr. Ryan: It is the same.

Trial Examiner Moslow: Very well. Anything further?

Mr. Sargent: I would like to have counsel develop that section a little bit more than he has.

Mr. Ryan: Will counsel for the respondent stip-

(Testimony of George William Duke.)

ulate that the persons named in paragraph 13 of the complaint were employees in the composing room of the Register as of April 30, 1941, immediately preceding the strike?

Mr. Sargent: Wait until I ask, to make sure whether there are any exceptions or not.

Mr. Ryan: Mr. Lawrence, the foreman, is in the back of the room and he tells me some of the people [314] on the list were substitutes and not regularly employed journeymen.

Mr. Ryan: But they were part time employees, isn't that right?

Mr. Sargent: Of course, a sub isn't a part time employee. I have no desire to hamper you, but if a sub comes on for a day, as you know, his card is taken out, he becomes a regular employee for that day, but he might not be a regular employee for the next day. The regulation of the union was you couldn't have part time employees here.

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Mr. Ryan: I have no further questions of Mr. Duke.

Trial Examiner Moslow: Anything further?

Mr. Sargent: May I ask Mr. Ryan to what he referred by section 18 of article 1 of General Laws? You didn't finish up on that, and I don't know what you had in mind there.

Mr. Ryan: As I understand your question on

(Testimony of George William Duke.)

cross examination, you were inquiring of the witness as to how these apprentices would be transferred from job to job, whose duty it was to see they learned these various jobs, and whether or not there was any by-law of the union which would tend to regulate that matter. [315]

Recross Examination

Q. (By Mr. Sargent): Section 18 is very short, Mr. Examiner, and reads as follows: "The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade practices by requiring them to work in all departments of the composing room. When apprentices show proficiency in one branch they must be advanced to other classes of work."

Would you say that the linotype was one department of the composing room, Mr. Duke?

A. Yes, sir.

Q. And the essence of this section is that both the foreman and the chairman of the chapel are each charged with the responsibility of seeing that the apprentice has every opportunity to learn the various processes. Is that right? A. Yes, sir.

A. And this section doesn't say whether the foreman or the chairman of the chapel shall direct minutely the work of the apprentices in the composing room. Is that right?

Trial Examiner Moslow: It speaks for itself, Mr. Sargent.

Q. (By Mr. Sargent): What happens, Mr.

(Testimony of George William Duke.)

Duke, when there are a lot of varying and conflicting interpretations of the I.T.U. laws, if you know?

A. You mean in what situation?

Q. Suppose that when the local comes to draw a contract with [316] the publisher, as for example in Santa Ana, the publisher takes the position that the I.T.U. laws in question mean one thing and the local says it means another. How is that question of interpretation solved?

A. To the members of the union it is solved by the answer of the president of the International Typographical Union or some executive officer, or the executive council, to their question as to the interpretation of the law.

Q. And do you know the procedure which is available to an employer if he decides to appeal from the decision of the president of the International Typographical Union?

Trial Examiner Moslow: You say an employer may appeal?

The Witness: I do not know that.

Mr. Sargent: All right. That is all.

Trial Examiner Moslow: Just one second. I previously reserved a ruling on Board's Exhibit 3. I will now receive it in evidence.

Mr. Sargent: What was 3?

Trial Examiner Moslow: The by-laws in effect January 1, 1942.

(Thereupon the document heretofore marked as Board's Exhibit 3, for identification, was received in evidence.)

(Testimony of George William Duke.)

Trial Examiner Moslow: Furthermore, in view of the importance these by-laws seem to take, I will reverse my ruling and receive in evidence Board's Exhibit 6, the by-laws [317] in effect January 1, 1941. So, we will now have a complete set in evidence.

I think, technically, you withdraw Board's Exhibit 6. Do you wish it marked as a Trial Examiner's Exhibit or as a Board's Exhibit?

Mr. Ryan: Let it remain as Board's Exhibit 6, and I will offer it in evidence.

Trial Examiner Moslow: Very well.

(Thereupon the document referred to was marked as Board's Exhibit No. 6, and was received in evidence.)

Trial Examiner Moslow: Mr. Duke, are these prior contracts with Baumgartner and the predecessor of the Hoiles, were they also oral?

The Witness: Yes, sir.

Q. (By Trial Examiner Moslow): Did the contracts with the commercial job printers executed in 1941, provide for apprentices, for control of apprentices? A. Yes, sir.

Q. When did the competitor of the Register, the Journal, go out of existence?

A. Either 1938 or 1939.

Q. Does the Register publish a daily edition, or more than one daily?

A. At the time I worked there, there was a home edition and an edition which was delivered

(Testimony of George William Duke.)

before that, for the street, [318] two editions, in the afternoon.

Q. You testified that Mr. Hoiles made some proposals in 1940. Were these proposals in writing or oral. You mentioned several proposals.

A. They were on a slip of paper.

Q. Did he give them to you on a slip of paper?

A. Yes.

Q. Is that paper still in existence?

A. I don't think so.

Q. How did these proposals happen to be in existence in 1941 when you resumed negotiations?

A. I think they were brought up as something that was left over from 1940 that we had not reached an agreement on, brought up by us, by the union representatives.

Q. They were a subject of discussion in 1941 then?

A. Yes, sir.

Q. Tell me why, in your opinion—strike that.

Tell me why the control of apprentices was important to your local, if it was important.

A. It was important because an apprentice, if the number is not regulated, will eliminate or displace a journeyman, who already has employment, and the purpose of the union is to protect its members in the work they already have, try to maintain that as long as they can.

Q. How will an apprentice displace a journeyman? [319]

A. Sometimes, after an apprentice has two or three years experience, he is proficient enough in

(Testimony of George William Duke.)

one branch to replace a journeyman in that branch, such as make-up, or the composition of ads.

Q. When an apprentice replaces a journeyman, does not the apprentice get the same wage as the journeyman?

A. No. He works for apprentices' wages.

Q. You mean the apprentice, during the period of apprenticeship, may be doing the same type of work as some journeyman? A. Yes.

Q. At a reduced wage?

A. At a reduced wage.

Trial Examiner Moslow: Anything further?

Mr. Ryan: No.

(Witness excused.)

Mr. Ryan: Call Mr. William Bray, please.

WILLIAM BRAY,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Ryan:

Q. Will you state your full name, please?

A. William Bray.

Q. Where do you live?

A. I live at San Diego. [320]

Q. Were you ever employed by the Register Publishing Company? A. Yes, sir.

(Testimony of William Bray.)

Q. When? For what period?

A. I think from about June 1, 1937 until April 30, 1941.

Q. In what capacity were you employed?

A. I was a printer.

Q. Did you work in the composing room of the Register? A. Yes, sir.

Q. Are you a member of the International Typographical Union? A. Yes, sir.

Q. How long have you been a member?

A. My card lapsed one time. I first joined in 1911, but for two or three years, my card lapsed, for non-payment of dues.

Q. But you are now a member?

A. Yes, sir.

Q. How long have you been a member?

A. Since I came here in, I think it was the first of June, I am not sure about it, 1937. That is, about the first of June.

Q. Are you classed as a journeyman?

A. Journeyman-printer. That is, a man in that kind of printing. [321]

Q. Are you a combination man?

A. Yes, sir. That's the way I worked here.

Q. On the evening of April 30, 1941, did you have a conversation with Mr. C. H. Hoiles of the Register Publishing Company?

A. C. H. is this gentleman here (indicating)?

Q. The young Mr. Hoiles.

A. Yes, sir.

(Testimony of William Bray.)

Q. Where was that conversation and what was said?
A. It was in his office.

Trial Examiner Moslow: Is this before or after the union meeting?

The Witness: It was after the strike vote had been taken.

Mr. Sargent: It was after?

The Witness: Yes, sir.

Q. (By Mr. Ryan): How did you happen to be in Mr. Hoiles' office?

A. Well, somebody, I think it was Mr. Juillard, while I was at work, came and told me that Bill, that is, Mr. Lawrence, wanted to see me in his office.

Q. Mr. Lawrence is whom?

A. Foreman. I went up to his office and looked in, and he wasn't in there, so I asked Mr. McKee if he knew where he was at, and he says, "In the front office." [322]

And I followed him and I met somebody else there, and they said they were in Clarence Hoiles' office.

Q. You went into Clarence's office?

A. Yes.

Q. Do you mean Clarence Hoiles? In his office?

A. Yes, sir.

Q. Was anybody else present?

A. Well, Mr. Lawrence was there, I think, right at the time, but I think he went out, and the other Mr. Hoiles came in, and Mr. Juillard came in, and he went out while we were doing the talking.

(Testimony of William Bray.)

Q. What did Mr. Hoiles say to you?

A. He said he had a proposition to make me. He wanted me to go to work the next morning.

Q. Go ahead. Tell us what was said and who said it.

A. I will tell it as near as I can remember it. That's been some time ago. And I asked him what kind of a proposition. I told him I was always open to a proposition; and he told me he would give me the same wage I was getting, plus \$1.50 an hour overtime, and all the overtime I wanted, for a time, at least, if I would come back to work in the morning.

I asked him if he knew what would happen to me in case I done that, and he says, "Nothing."

And I said, "Yes, there would. I would be expelled and fined at least a thousand dollars for that." [323]

Q. Expelled from what?

A. From the union.

Q. Did you tell him you would be expelled from the union?

A. Yes, there would be no question about it. And as near as I can remember why, he says, "We will take care of any damages that it causes," and several times he mentioned "We have plenty of money. We will take care of any damages caused by it."

I believe about that time the other Mr. Hoiles came in and he started one of his stories, about he furnished the tools, well, one of them kind of

(Testimony of William Bray.)

stories, you know; if I would do the work he would furnish the tools. And I commenced to get kind of fidgety, so I told him I would have to go home and talk it over with my wife, and I would let him know the next morning.

Q. Is that all the conversation that was had at that time between you and Mr. Hoiles?

A. That is all I can remember of. I went out, then, in the composing room, and while I was in there, these other fellows had left, and I found out I was by myself and I got out.

Q. What other fellows have you reference to?

A. The boys working there in the composing room when I left. They were at work and while I was in the front they disappeared.

Q. While you were in Mr. Hoiles' office having this [324] conversation? A. Yes.

Q. Did you go home after leaving Mr. Hoiles' office?

A. No, I didn't go home until about morning. In fact, it was morning.

Q. Then, did you have any conversation with Mr. C. H. Hoiles or his father, Mr. R. C. Hoiles?

A. Yes. He came to my house.

Trial Examiner Moslow: When did he go to your house?

The Witness: The next morning. But I didn't talk to him that morning. He came to my house the Sunday after the strike, about noon.

Q. (By Mr. Ryan): The Sunday after the strike first began?

(Testimony of William Bray.)

Trial Examiner Moslow: Can we fix what day of the week the strike began? Does anyone have a calendar here?

The Witness: I think Thursday.

Mr. Sargent: Thursday, I believe was the strike.

The Witness: I believe they struck on Wednesday, about 10:00 o'clock, when they went out.

Trial Examiner Moslow: May 1st was Thursday. This would be May 4th?

The Witness: It was the next Sunday.

Trial Examiner Moslow: Go ahead.

Q. (By Mr. Ryan): On Sunday did Mr. R. C. Hoiles come to your home to see you? [325]

A. Yes, sir.

Q. Did you have a conversation?

A. Yes. He came in. I asked him in, he came in and sat down, and said he hadn't been sleeping very well, and had been doing a lot of thinking. He had a scheme, and he wanted to know what I thought of it.

Q. Did he tell you he had this scheme?

A. Yes, sir, and he told it to me. He figured out a scheme whereby he could have a company union, a private union of his own.

Mr. Sargent: I object to the designation and ask you to say what Mr. Hoiles said to you.

Trial Examiner Moslow: Just tell us what he said. Don't give any characterization. Give us the substance of what he said.

The Witness: I think that is what he said.

Trial Examiner Moslow: What did he say?

(Testimony of William Bray.)

The Witness: He said he had figured out a plan whereby—that he thought it would be better than the Typographical Union. That is the way he put it. And I asked him what it was, and he said if I would come back to work for him at \$40 a week—he weakened on the wages—and at any time that I wanted to, I could take two weeks off and go hunt a better job, and in case I couldn't find it in two weeks, then I could come back and go back where I was. [326]

Q. (By Mr. Ryan): You could go back working for him? A. Yes.

Q. Did he say that?

Trial Examiner Moslow: What was said about some plan for a company union?

The Witness: I would not just say—he didn't call it a company union. It was a plan he had of his own.

Trial Examiner Moslow: What was the plan?

The Witness: That I was to go back to work at \$40 a week and any time that I wanted to I could take two weeks and go hunt a better job. If I didn't find it I could come back and go back for him.

Trial Examiner Moslow: Is that what you call a company union?

The Witness: That would be his—I asked him who would be going to—he also told me as I would get older I wouldn't be able to earn as much, and he said he would have to decrease my wages.

And I says, "Who is to be the judge of that?"

And he says, "I am."

(Testimony of William Bray.)

So, if that isn't a company union, I don't know what is one. That was the substance of that.

Q. (By Mr. Ryan): Is that all that was said?

A. No, he said lots more. He claimed he had trouble with the Typographical Union before, and they had cost him a [327] fortune, I think he said \$80,000, or something like that; and he would never have nothing to do with them. That's the way he put it.

Q. Did he tell you where he had trouble with the Typographical Union before?

A. I think he said back east.

Q. Do you know whether or not he has a newspaper back east?

A. I just know by hearsay.

Mr. Ryan: I have no further questions. You may cross examine.

Cross Examination

By Mr. Ryan:

Q. What did you say Mr. R. C. Hoiles was to be the judge of, Mr. Bray?

A. He was to be the judge when I got older and could not earn as much money as I was earning now, he was to be the judge of how much I was to be paid.

Q. That is, when you got older? A. Yes.

Q. Superannuated? A. Yes, sir.

Q. But if, at that time, when you got old, and could not do very much, you could get a better job from somebody else, if you could get it?

(Testimony of William Bray.)

A. I could do that any time. He said I could do that any time. [328]

Q. You had complete leeway, by giving him notice, to go any time you wanted to, for a better job?

A. Yes. He gave me that permission.

Q. As a matter of fact, Mr. Bray, you were the only person in that shop at that time, who was a combination man, weren't you?

A. No, I wasn't. I was the only one that worked at it, but several others could have worked at it, if they had been called on. But I think during that time I was there, so far as I know I was the only one that worked combination.

Q. Others didn't work as combination men, but could have?

A. That is the way I understand it. I never seen none of their work as combination men, and I couldn't say for that, but that is my understanding.

Q. Why is it that the average printer, who has been through all the experience that he gets as an apprentice, isn't qualified to be a combination man?

A. In my opinion, that's the printing trade.

Q. What do you mean, that's the printing trade?

A. Well, I worked, probably, I should say, around at 100 to 150 different shops, at different times, big and little ones, good ones and bad ones, and I tried to learn the business.

Q. You don't think that a lot of the other

(Testimony of William Bray.)

people who go through the same apprenticeship, try to learn the business [329] the way you did?

Mr. Ryan: I object to that as immaterial, and irrelevant.

Trial Examiner Moslow: Objection sustained.

Q. (By Mr. Sargent): At the time you worked for the Register, did you work days or nights?

A. Nights, mostly.

Q. Were you a regular journeyman, or were you a sub? A. I was a sub.

Q. What was this remark you say Mr. Hoiles made to you, that he would furnish the tools and you would furnish the work?

A. Well, I couldn't say what it was. I didn't pay any attention to it. It's the same stuff that he always talked.

Q. When you got back to the composing room, the rest of the composing room boys had gone. Is that it? A. Yes, sir.

Q. And then you left?

A. I certainly did; in a hurry.

Q. Did you have a meeting after that?

A. Not a union meeting.

Q. What do you mean? You said you didn't go home until morning. Was there a celebration?

Mr. Ryan: I object to that as immaterial and irrelevant.

Trial Examiner Moslow: Objection sustained.

Mr. Sargent: I was only touching upon what you touched [330] upon, when Mr. Ryan asked him

(Testimony of William Bray.)

on direct, here. I ask this question in all seriousness.

Q. (By Mr. Sargent): Was there a lot of jubilation on the part of the employees who were out?
A. No. No.

Mr. Ryan: I object to that as immaterial and irrelevant; and it has no bearing on the issues in this case.

Trial Examiner Moslow: I think it is irrelevant; but I will let the answer stand.

Mr. Sargent: I think your Honor is going to think I am going into something facetious when I ask this question, but I don't mean it as such.

Q. (By Mr. Sargent): After you left work on the night of Wednesday, April 30th, about 11:00 o'clock, had you come to any conclusion at that time in your own mind as to whether you were going to go back to work or not?

Mr. Ryan: I object to that as immaterial.

Trial Examiner Moslow: What is the relevancy of this?

Mr. Sargent: Well, that is why I thought you might think my question facetious, because I wanted to get back to what happened that night.

Trial Examiner Moslow: Upon your statement there is something there not apparent on the surface, I will overrule the objection.

Q. (By Mr. Sargent): Had you made up your mind as to whether [331] you were going to go back to work?

A. There never was any question. I never had

(Testimony of William Bray.)

any question, any idea of going back to work as long as the place was struck.

Q. Did some of the printers who were working in the composing room of the respondent, that is the company, go with you that night when you went out?

Mr. Ryan: I object to that as immaterial.

Trial Examiner Moslow: Overruled. You may answer.

Q. (By Mr. Sargent): Did they?

A. Yes. Mr. Hawks and Mr. Sherwood went with me.

Q. And they were with you throughout the evening. Is that right?

A. Well, they were a part of the evening, yes.

Q. They were two of the printers who had gone out on strike too? A. Yes, sir.

Mr. Sargent: That is all.

(Witness excused.)

Mr. Ryan: Mrs. Bray to the witness stand, please.

NORMA BELL BRAY,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Ryan:

Q. Are you the wife of the man who just [332] testified? A. I am.

(Testimony of Norma Bell Bray.)

Q. And where do you live, Mrs. Bray?

A. Out at 2129 "B" Street, in San Diego, now.

Q. You were the wife of Mr. Bray during his term of employment with the Santa Ana Register. Is that right?

A. Yes.

Q. On the morning of May 1, 1941, on or about that date, between 6:00 and 7:00 a.m. in the morning, do you recall having a conversation with Mr. R. C. Hoiles of the Register Publishing Company, at your home?

A. Yes, sir.

Q. Will you tell us about that conversation?

A. Well, he came in, that is the elder Mr. Hoiles, he came to the house. I had never met him before. He introduced himself and stated he was Mr. R. C. Hoiles. He said he wanted to talk to me about the situation at the Register, and he didn't think I understood it.

I told him I understood it too well. He wanted, he said he understood I objected to Mr. Bray going back to work under the strike conditions, and I said I most certainly did object to it.

And, oh, he said that if I would use my influence to get Mr. Bray to go back to work, he would put a thousand dollars in escrow in the bank to be used for anything that came up, [333] that we would need it for. And he also said he would furnish all the money that I needed for our present uses.

Mr. Sargent: Just a second there, please.

Q. (By Mr. Ryan): Providing what?

A. Providing Mr. Bray went back to work and broke the strike.

(Testimony of Norma Bell Bray.)

Q. Did he say anything further, Mrs. Bray?

A. Well, I told him that I didn't want Mr. Bray to become what was known as a "rat" and he wanted to know if I feared violence, that the other men would beat up on him, I guess that's what it means. And I told him no, I never thought anything about that.

Q. Did Mr. Hoiles say anything to you about why he would not agree to meet the demands of the union?

A. Well, he went into quite a lengthy detail. I am not so well acquainted with it. But mostly because he just didn't believe in unions. That was my idea of it.

Q. Did he say that?

A. Yes, he said that.

Mr. Sargent: I was going to object to the characterization, but if I may interject one word, Mr. Examiner: He told you he didn't believe in unions?

The Witness: Yes, he did.

Q. (By Mr. Ryan): Did he say anything about having self-respect?

A. Well, yes. He said he couldn't take the union back, as [334] it was on account of his self-respect; and I told him we had self-respect too.

Mr. Ryan: I have no further questions. You may cross examine.

Trial Examiner Moslow: Did you ever tell this conversation to your husband?

The Witness: Well, it so happens that my husband heard the whole thing. I didn't think Mr.

(Testimony of Norma Bell Bray.)

Bray was there, but he had come in the back door, and was in the back room and heard everything Mr. Hoiles said.

Trial Examiner Moslow: Go ahead.

Cross Examination

By Mr. Sargent:

Q. Did Mr. Hoiles know that Mr. Bray, your husband, was in the back room when he was having the conversation with you?

A. No, I don't suppose he did, because I didn't know it myself. It was quite early in the morning and I had the children in the front room sleeping, and I didn't ask him in.

Q. Mrs. Bray, this conversation with Mr. Hoiles, tell us once more about this thousand dollar proposition.

A. Well, that was when he was talking about—I told him if Mr. Bray went back and broke the strike he would be fined a thousand dollars, and he said he would put a thousand dollars in escrow to be used for that, in case that happened, or in case—— [335]

Q. Oh, I see. The \$1,000 was in case Mr. Bray was fined? A. Not exactly.

Q. You tell us what happened.

A. That is what I told you.

Q. In other words, the \$1,000 discussed was in the event Mr. Bray should be fined \$1,000 by the union. Is that right? A. Well, yes.

Q. For going back to work. Is that right?

(Testimony of Norma Bell Bray.)

A. Yes.

Q. He wasn't offering you \$1,000, or Mr. Bray \$1,000 for coming back to work, was he?

A. Well, yes.

Trial Examiner Moslow: Do you know what the word "escrow" means, Mrs. Bray?

The Witness: That is to be put into the bank—I think I do.

Trial Examiner Moslow: What do you think it means?

The Witness: He would put that sum of money in the bank, and, of course, I couldn't draw it or he couldn't either, unless something like this came up.

Trial Examiner Moslow: Something like what came up?

The Witness: Like if Mr. Bray would go back and the union was fining him \$1,000, this would take care of it.

Q. (By Mr. Sargent): In other words, it was provided against a contingency whereby Mr. Bray might have to pay this to [336] the union in order to get back in. Is that right?

A. No, not exactly. He said that too, but he said \$1,000, or any amount of money that we needed right at this time would be provided.

Q. In other words, whatever Mr. Bray might himself have to pay to the union if he should be fined, or suspended, then that—

A. Nothing was said in that direct way, no.

Q. Have you anything to add to what you have

(Testimony of Norma Bell Bray.)

already said as to what the \$1,000 was to be used for, or have you told us the whole story?

A. Well, that's all that I—he said said for any other purpose, so I think that covers everything.

Q. It was to be indemnity—do you know what indemnity means? A. You explain it.

Trial Examiner Moslow: Did you understand you could draw on this \$1,000 for your personal uses?

The Witness: No. I know I could not draw on it. But also, Mr. Hoiles said he would furnish all the money I needed for immediate use, if I needed any money he would see it was furnished.

Trial Examiner Moslow That was apart from the \$1,000?

Q. (By Mr. Sargent): You mean for living expenses or what?

A. I presume so, yes. [337]

Q. Or as an advance of wages?

A. There was nothing said about an advance of wages, no.

Q. I see. You said you had no fear of any violence? A. No.

Q. And you were the person who used the expression that there might be some penalty against Bill if he "broke the strike". Is that right?

A. Well, not in violence. I didn't mean that.

Q. But apart from violence, you were the person that said something might be necessary in case Bill broke the strike. That was your expression, "broke the strike," wasn't it?

(Testimony of Norma Bell Bray.)

A. I don't quite understand you.

Q. Weren't you the person who raised the question about Bill's breaking the strike, as you referred to it in your direct testimony? Do I make myself clear or don't I?

Trial Examiner Moslow: Mrs. Bray, how did this question of the \$1,000 get brought into the discussion? Who opened up the matter?

The Witness: When he was asking me about permitting—I guess you would call it that—Mr. Bray to go back to work as a strikebreaker, I told him I thought the fine on that would be \$1,000 if he did such a thing, which I wouldn't think of telling him to do any such thing as that.

Trial Examiner Moslow: Mrs. Bray, did you use the term "strikebreaker" or did Mr. Hoiles use the term "strikebreaker"? [338] Is that your question, Mr. Sargent? Is that the actual word he used, or are you using it now?

The Witness: It is a word I am using now.

Mr. Sargent: That is all.

Trial Examiner Moslow: Do you have anything further?

Mr. Ryan: Nothing further.

(Witness excused.)

Mr. Ryan: I would like to recall Mr. Bray for one question I omitted to ask.

WILLIAM BRAY,

recalled as a witness by and on behalf of the National Labor Relations Board, having been previously duly sworn, was examined and testified further as follows:

Trial Examiner Moslow: You understand you are still under oath, Mr. Bray?

The Witness: Yes, sir.

Direct Examination

By Mr. Ryan:

Q. Mr. Bray, in this conversation that you had with Mr. C. H. Hoiles on the night of April 30th, that you have testified about, did he say anything to you about a written contract with the union?

A. About a written contract with the union?

Q. Yes. About whether or not—

Mr. Sargent: That is a very leading question. I don't think counsel should have asked it in that way. And I ask [339] that he let the witness do the testifying.

Trial Examiner Moslow: I will overrule the objection.

The Witness: No, I don't remember him saying anything about a contract with the union.

Q. (By Mr. Ryan) To refresh your recollection, did he make the statement to you—

Mr. Sargent: Just a minute. You haven't exhausted his recollection yet. No foundation has been laid for this yet.

Trial Examiner Moslow: I will overrule the objection.

(Testimony of William Bray.)

Q. (By Mr. Ryan) To refresh your recollection, did he say to you that he would never sign a contract with the union? A. Yes, sir.

Q. Now, tell us what he said.

A. I'll tell you. I told him that in case I would go back to work, and maybe in two or three days he would sign with the union—he is a man that changes his mind—he says, “We will not sign up in two or three days and we will never sign with the union.”

That's the very words he said.

Mr. Ryan: That is all.

Mr. Sargent: Mr. Examiner, the reason why I objected so strongly to this answer is because, if a matter of this importance had been in the witness' mind, he wouldn't have had any need to refresh his recollection at all, to call it to his attention. When I objected to counsel's question, [340] and you overruled my objection, you, without any foundation being laid so as to exhaust his recollection, as to the rest of the conversation—up pops this one question, and then we get an answer here which I submit to you has all the earmarks of being suggested,—and I am not, of course, saying any reflection upon you, Mr. Ryan—to the witness.

And I submit to you that it is an illustration of where a question is put improperly to a witness the result is something which I don't think should be in the record.

Trial Examiner Moslow: I don't agree with you at all. I don't think the question is leading, and I

(Testimony of William Bray.)

don't think the answer was suggested by the question. He has a right to refresh a witness' recollection.

Mr. Sargent: He didn't ask for any other details of the conversation.

Trial Examiner Moslow: If this witness had merely answered yes or no, there might have been some force to your contention. But his answer could not have been suggested by the words of Mr. Ryan. He gave an entire conversation.

You are at liberty to cross examine.

Cross Examination

By Mr. Sargent:

Q. You were afraid, were you, Mr. Bray, that if you went back to work for Mr. Hoiles and then the company signed up with the union, that you might find the union objecting to you as an employee in the composing room [341] of the Register. Is that right? A. No, I wasn't afraid of it.

Q. Well, you expressed some fear to Mr. Hoiles, didn't you, that if you came back the union might take some action against you?

A. They certainly would have taken action against me. There is no doubt about that. That would be automatic, the very minute I started to work there.

Q. You had no idea of returning to work under any circumstance, did you?

A. Not as long as the place was struck, no.

Q. Then there wasn't any real occasion to be

(Testimony of William Bray.)

afraid of what might happen if you came back to work, was there?

Mr. Ryan: I object to that question.

Trial Examiner Moslow: Objection overruled.

The Witness: What was the question?

Q. (By Mr. Sargent) There was no real reason for you to be afraid of any contingency, or what might happen if you did go back to work?

A. No, no reason I know of. I never even thought of going back to work.

Q. How did the question arise between you and Mr. Hoiles? How did he come to say he wouldn't sign up with the union in two or three days?

A. Well, when he was making the proposition I told him he [342] might change his mind in two or three days, and sign up with the union, and he says, "No, I won't sign up with the union in two or three days and I will never sign with the union." He just kind of laughed.

Q. In other words, he gave you to understand he wouldn't agree to the union's propositions that he hadn't agreed to in negotiation?

A. That's what he said. I don't know what he meant. He told me he wouldn't sign up with them in two or three days, he would never sign up with them, and that's when he made the suggestion that he had plenty of money, and would take care of any damage for me, if I was afraid of that.

Q. When you say "damages", what did you understand he meant? If you were fined by the Typographical Union?

(Testimony of William Bray.)

A. That's what he meant.

Q. That's what he meant? A. Yes, sir.

Q. That is what you understood him to mean at the time?

A. Yes, sir. I didn't say nothing about it.

Q. How did you come to ask him whether he might change his mind and sign up with the union in two or three days?

Mr. Ryan: Objection.

Trial Examiner Moslow: Objection overruled.

The Witness: Because I kind of expected to see that happen. I have seen strikes before, lots of them. [343]

Q. (By Mr. Sargent) And oftentimes after a strike, the employer gets together with the union?

A. Yes, sir.

Q. And you thought that might occur here?

A. Yes, sir.

Q. And if you had gone back to work for him you might find yourself between the devil and the deep sea? A. That's right.

Q. And you wanted to protect yourself against that?

A. Well, there was a principle involved there too. I have a little principle.

Q. But you wanted to protect yourself, too?

A. Well, naturally.

Q. Were you aware negotiations were going on between Mr. Hoiles and the union?

A. Oh, yes.

Q. You had been at various union meetings?

(Testimony of William Bray.)

A. Some of them. I didn't go to all of them.

Q. You weren't there the night the strike was voted? You were working?

A. No, sir. I was there.

Q. Oh, you were there? A. Yes, sir.

Q. What did you do? Leave your work and go to the meeting and then come back? [344]

A. I don't start to work—I think it was 8:00 o'clock on that night, and I had an understanding with the boys that started at 7:00 o'clock to work an hour or two, and they came down and I and Mr. Sherwood, that went on late, we had made arrangements not to go to work until after the union meeting.

Q. And you were there when the discussion happened in regard to the things upon which you and the management couldn't agree?

A. I was to some meetings.

Q. I am talking about this one night, April 30th.

A. The night of the strike vote? Yes, sir. Yes, sir, I was there.

Q. You understood there were certain things where the management and the union took diametrically opposite positions? A. Yes, sir.

Q. And each felt it was right?

A. Well, the union thought they was right. I don't know what Mr. Hoiles thought.

Q. You thought there were pretty wide differences of opinion, didn't you?

A. There seemed to be.

Q. And you didn't think the union was going to yield, did you?

(Testimony of William Bray.)

A. I didn't know. You can't always tell by a strike vote what would happen.

Q. You didn't think the management was going to yield, did [345] you?

A. I didn't know that either.

Mr. Ryan: Mr. Examiner, I can't see any point in this.

Mr. Sargent: Just a minute. I am pretty near through.

Q. (By Mr. Sargent) Then, when you talked with Mr. Hoiles later that evening, you got the impression from Mr. Hoiles that his position after the strike was called was the same as his position before the strike was called? That he couldn't agree to union demands? Is that right?

Mr. Ryan: I object to that as immaterial.

Trial Examiner Moslow: Objection overruled.

The Witness: I don't understand your question, but I had my opinion on it.

Q. (By Mr. Sargent) Let me give it to you again. You knew what the position of Mr. Hoiles was, because Mr. Duke came to the meeting and told you what the management's position was?

A. Yes.

Q. Then, you went back and started to go to work, and you went to see Mr. Lawrence, and he was in Mr. Hoiles' office? A. Yes, sir.

Q. And then you got talking to Mr. C. H. Hoiles? A. Yes, sir.

Q. And he told you the position of the paper was just the same after the strike was called, and

(Testimony of William Bray.)

they wouldn't sign up [346] on terms that hadn't been agreed to before the strike?

A. I think that is right, as near as I can remember.

Mr. Sargent: That is all.

Mr. Ryan: Just a minute.

Redirect Examination

By Mr. Ryan:

Q. Repeat again just what Mr. Hoiles said with respect to whether or not he would sign up an agreement. Just repeat it as you remember his saying it.

Mr. Sargent: If it is pure repetition, I object to it.

Trial Examiner Moslow: Objection overruled.

The Witness: Well, that's when I asked him that maybe in two or three days he would be signed up with the union, he would have changed his mind; I have known him to do that. He said, "We won't change our mind in two or three days, and will never change our mind. We will never sign up with the union." That is what he said.

Mr. Ryan: That is all.

Recross Examination

By Mr. Sargent:

Q. Did you reach the conclusion in your mind that when he said that, that the management and the union were as far apart in their ideas as they had ever been? A. I had my opinion on it.

(Testimony of William Bray.)

Mr. Ryan: I object to the question: It is immaterial what the individual people——

Trial Examiner Moslow: Objection overruled.

[347]

Q. (By Mr. Sargent) Is that your conclusion?

A. I can give you my opinion of the whole deal, what I had in my mind at the time.

Q. May I have an answer to that question?

A. That would be the answer. I think Mr. Hoiles wanted them to strike.

Q. You think he did?

A. I think he wanted them to.

Q. And that the management and the union were as far apart after the strike as they were before the strike?

A. They naturally would be farther, I would think.

Mr. Sargent: All right.

Trial Examiner Moslow: You are excused.

(Witness excused.)

CLARENCE C. LILES,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Ryan:

Q. What is your address, Mr. Liles?

A. 1424 East Wilson Avenue, Glendale.

(Testimony of Clarence C. Liles.)

Q. What is your occupation?

A. Stereotyper. At the present time I am business agent for Allied Printing Trades.

Q. Where is the office of that union? [348]

A. 411 South Main Street, Los Angeles.

Q. Is that your headquarters? A. Right.

Q. On May 2, 1942, or about that date——

Trial Examiner Moslow: 1942?

Mr. Ryan: 1941. I am sorry.

Q. (By Mr. Ryan) May 2, 1941, do you recall having a conversation with Mr. C. H. Hoiles?

A. I believe it was on May 5th that I talked to him.

Q. About that time anyway? A. Yes.

Q. Where did that conversation take place, Mr. Liles? A. In Mr. Hoiles' office.

Q. Was it the younger Mr. Hoiles?

A. Yes, sir. (Indicating).

Q. Will you tell us what that conversation was about? Strike that, please. Was anyone present other than you and Mr. C. H. Hoiles during the conversation?

A. The secretary of the Stereotypers Union, Mr. Ed Saleh.

Trial Examiner Moslow: As I understand it, you are not an employee of this company?

The Witness: No.

Q. (By Mr. Ryan) This Mr. Saleh you have mentioned, was he an employee of the company at that time?

A. He was a part time employee, yes. [349]

(Testimony of Clarence C. Liles.)

Q. A stereotyper? A. Yes.

Q. Will you tell us what Mr. Hoiles said during the conversation, if anything?

A. Well, my business with Mr. Hoiles was that when I came down to see him my union had taken the stand they wouldn't demand our men to go through the picket line, so I go in to notify Mr. Hoiles to that effect.

And in the conversation I told him, I says, "We have no grievance with you, but the union has taken the stand they won't let the men go through a picket line, for the reason we are taking a chance they might be injured in some way."

Q. There was a picket line in front of this plant on this occasion? A. At that time.

Q. Was it the International Typographical Union's picket line? A. Right.

Q. Proceed.

A. In my conversation I stated to him that we wouldn't go through that line, and the minute the Typographical Union declared the strike off, either taking the picket line off, if they could get the picket line off in any way, our men was ready and willing to go back to work.

Q. What did Mr. Hoiles say? [350]

A. He said, "Well," he says, "it is a strike; you can't make nothing else out of it but a strike."

I said, "We don't term it that." I repeated again, if the line was off, we would send our men back to go to work in the stereotype department. He made

(Testimony of Clarence C. Liles.)

the statement that as far as the Typographical Union was concerned they would never go back.

Mr. Ryan: No further questions.

Trial Examiner Moslow: Read the answer.

(The answer was read.)

Cross Examination

Q. (By Mr. Sargent): Mr. Liles, do you recognize Mr. Juillard?

A. Well, I couldn't say positively whether he was in the office or not, but there was another gentleman in there with Mr. Hoiles, but I won't say positively it was him. Mr. Saleh could identify him because he knew him more than I did.

Q. It is possible you might have seen Mr. Juillard in the office of Mr. Hoiles at that time?

A. It is possible, yes. I will say this: There was another gentleman in there.

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Q. (By Mr. Sargent): Mr. Liles, when you were having this [351] talk with Mr. Hoiles, was Mr. Hoiles talking in a low or a high pitched voice?

A. Very low and very friendly.

Q. Very low and very friendly? A. Yes.

Q. And that was indicative of his attitude throughout the conference, was it not?

A. So far as I was concerned, yes.

Q. Yes. He didn't express any animosity or any

(Testimony of Clarence C. Liles.)

unfriendly feeling for your union because you boys were out, did he? A. Well, no.

Q. No. His attitude indicated he seemed to understand the position you boys were in. Is that it?

Mr. Ryan: I object as to what it seemed.

Trial Examiner Moslow: Objection overruled.

The Witness: Well, I would imagine he understood our position.

Q. (By Mr. Sargent): Yes. Now, when he made the remark to you about the Typographical Union, he said "would never come back." Are those the words he used? A. I believe it is, yes.

Q. He didn't say that in a threatening tone, did he? A. No, I wouldn't say he did.

Q. No. It was an expression on his part of what he believed would be the outcome in the development of the situation, [352] wasn't that it?

A. He didn't go into the situation of the Typographical Union in that respect.

Q. He didn't say to you that he or the management would never let the Typographical Union come back, did he?

A. I think I stated he made the statement that they would never come back.

Q. Of course, that statement is susceptible to a number of interpretations, Mr. Liles. If I spoke quietly and said, "They will never come back," it might mean that the Typographical Union wouldn't ever voluntarily come back. But if I said, "They will never come back," it might mean we will never

(Testimony of Clarence C. Liles.)

let them come back, and I am trying to get a shading from you as to what in truth was said.

A. Well, I might answer that my dealings with Mr. Hoiles, I believe with Mr. C. H. Hoiles, my dealings have been very pleasant, and I never heard him raise his voice.

Trial Examiner Moslow: This conversation was with C. H. Hoiles?

The Witness: Yes.

Q. (By Mr. Sargent): He raised his voice upon this occasion, did he? A. No.

Q. At the time when you had this talk with Mr. C. H. Hoiles, he expressed no unfriendliness about the Typographical Union, [353] did he?

A. Not to me.

Q. Nor to the individual members that had gone on strike?

A. Not to Mr. Saleh. Mr. Saleh was with me at the time.

Q. You would gather from his remark to you that there was a world of difference in the viewpoint between the management and the local Typographical Union. Is that right?

A. I didn't try to find out. That wasn't my business there.

Q. No, but when he said to you the remark, "They will never come back," you would glean there was a very wide difference of opinion between the local Typographical Union and the management. Is that right?

(Testimony of Clarence C. Liles.)

Trial Examiner Moslow: I don't believe his beliefs are important, Mr. Sargent.

Mr. Sargent: Well, your Honor, it is important solely because there is something that has been said here that is important, and it is susceptible to two equally possible interpretations.

Trial Examiner Moslow: Well, it would depend upon what Mr. Hoiles said, not on what this man believed.

Mr. Sargent: That is right. I have been asking Mr. Liles other questions from which it may be deduced which of the interpretations was meant by Mr. Hoiles. I will sum it up in this way.

Q. (By Mr. Sargent): Mr. Hoiles never said to you upon this [354] occasion, did he, Mr. Liles, that under no circumstances would he ever let the Typographical Union come back in the plant?

A. He didn't use the word he "wouldn't let them."

Q. Under no circumstances, that the Typographical Union——

A. I think I said he made the statement that the Typographical Union would never come back.

Q. That is susceptible again, I say, to several interpretations. One question more: When he made this remark to you was there any preface or any remark made after that by Mr. Hoiles, in anger, or in a manner of disparagement against the Typographical Union?

A. We didn't even go into it. I think I left Mr.

(Testimony of Clarence C. Liles.)

Hoiles very pleasant, when I walked out of his office.

Q. Your relationship is very pleasant with him today, isn't it, Mr. Liles? A. I hope so.

Q. I know from what he says his relations are with you too.

Trial Examiner Moslow: Anything further of this witness?

Mr. Sargent: That is all.

Mr. Ryan: I have nothing further.

Q. (By Trial Examiner Moslow): Does your union have a contract of any kind with the company?

A. No signed contract, no.

Q. Were your men working under union conditions though? [355] A. Yes.

Q. They had existed for a long time?

A. Well, I think we have been working with the Santa Ana Register for something better than 20 years, I imagine.

Trial Examiner Moslow: Anything else?

Mr. Ryan: Nothing.

Trial Examiner Moslow: You are excused.

Mr. Sargent: Just one minute.

Q. (By Mr. Sargent): Some time, when I am talking with Mr. Hoiles, he speaks so low it is kind of hard for me to understand. Have you had the same experience with him?

Mr. Ryan: I object. What has that got to do with it?

The Witness: I think I understand him.

(Testimony of Clarence C. Liles.)

Mr. Ryan: I object. What difference does it make about how he talked on any number of other occasions?

Trial Examiner Moslow: What did the witness himself answer before?

(The answer was read.)

Trial Examiner Moslow: I will overrule the objection.

Q. (By Mr. Sargent): You said he was talking very low this time. As a matter of fact, he does usually talk in a very low tone, doesn't he?

A. Well, you can understand him.

Q. And he was talking in a low tone this time when you had your talk with him on May 5, 1941?

[356]

A. I always make a point, if I don't understand, I will ask for it again.

Q. I ask you whether or not Mr. Hoiles and you weren't discussing the circumstances under which the stereotypers would come back to work?

A. Yes. We had expressed that. That's why I was in there.

Q. Yes, and didn't you say, "Well, they can't come back until the typographical people come back"?

A. I never made that statement.

Q. Until the picket line is off?

A. I made the statement that when the picket line was off we were ready and willing to go back in and go to work.

Q. And didn't one of you say something about

(Testimony of Clarence C. Liles.)

the picket line would be off when the typographical people came back? A. I can't remember that.

Q. You can't remember that. I ask you whether or not Mr. Hoiles' remark might not have been: "Maybe they will never come back," referring to the I.T.U., following a discussion with him as to when your stereotypers were going to come back. Might that not have been the case?

A. I know what I thought. I don't know what he thought.

Mr. Sargent: That is all.

Q. (By Trial Examiner Moslow): Have your men ever gone back? A. No.

Q. They haven't gone back since that date?

[357]

A. They are still out.

Trial Examiner Moslow: You are excused.

Redirect Examination

Q. (By Mr. Ryan): Was Mr. Saleh present during this conversation? A. Yes.

Mr. Ryan: That is all.

(Witness excused.)

Mr. Ryan: I would like to call Mr. William Lawrence as an adverse witness.

WILLIAM A. LAWRENCE

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan): Will you state your full name? A. William A. Lawrence.

Q. Where do you live? A. 4143 Bishop.

Q. In Santa Ana? A. Yes, sir.

Q. Are you employed by the Register Publishing Company in the composing room?

A. Yes, sir.

Q. How long have you been employed by that company? [358]

A. Since 1919; November, 1919.

Q. Have you ever been a member of the International Typographical Union? A. Yes, sir.

Q. In the month of April, 1941 were you a member of the International Typographical Union?

A. So far as I know.

Q. You were? Your answer is "yes"? Is that right?

A. I don't know whether I was a member in good standing. I don't know whether my dues were up to date or not.

Q. But at least you were a member?

A. Permitted to work.

Q. You are a foreman, as I understand it, of the composing room and were as of the date of April 30, 1941, and had been for some time?

A. Yes, sir.

(Testimony of William A. Lawrence.)

Q. Mr. Lawrence, did you have a conversation with Mr. Graham J. Albright at or about the time that the strike began, which would be the last day or so of April, or the first day or so of May, 1941?

A. I don't recall.

Q. Did you go out on strike? A. No, sir.

Q. You did not? A. No, sir. [359]

Q. Do you recall having a conversation with Mr. Albright at about the time I have mentioned, the last day or so of April, or the first day or so of May, 1941, in which you—

Mr. Sargent: Just a minute, Mr. Ryan. May I ask a preliminary question? Is this to show some admission on the part of the management?

Mr. Ryan: This is to bring out the gist of conversation he had with Mr. Albright.

Mr. Sargent: I object to any conversation which the witness had with anyone else, as being binding upon the management, for the reason your complaint specifically says any unfair labor practices or acts were through the two Hoiles, and nobody else. Your complaint so states, and I am, therefore, caught by surprise, and am going to have to object to anything else being brought in as an admission on the part of the management.

Trial Examiner Moslow: Before ruling on that, who is Graham J. Albright?

Mr. Ryan: He is another employee of the company.

The Witness: I beg your pardon?

(Testimony of William A. Lawrence.)

Mr. Ryan: He was, up to the time of the strike.

The Witness: I beg your pardon.

Mr. Ryan: He was not? Maybe I am wrong about that.

Trial Examiner Moslow: Who is he?

The Witness: He is an insurance man. [360]

Q. (By Mr. Ryan): He had worked for the company then? Is that right?

A. As I recall, Mr. Albright hasn't worked at the business for quite some time. He has, on occasion, in the years past worked once in a great while.

Q. Do you know what his occupation is now?

A. So far as I know he is an insurance man.

Q. Do you know whether he also has been a member of the International Typographical Union?

A. Yes.

Q. Do you remember having a conversation with him at the time I have mentioned, in which you discussed with him the reason why you didn't go out on strike? A. No, I do not.

Q. Isn't it a fact that you said this, or this in substance, to Mr. Albright:—

Mr. Sargent: Just a minute, Mr. Ryan, before you ask the question. Whatever the question is, I object on the ground it is not binding upon the respondent. It is not provided for in your complaint, as being in any wise an unfair labor practice, and no matter what the conversation shows, it doesn't have a bearing upon the issues of this case. What

(Testimony of William A. Lawrence.)

this gentleman did or didn't do, why he acted as he did, has nothing to do with the issues of the case.

Trial Examiner Moslow: I can't rule until I know what [361] was said. There is so much that could be said by this witness.

Mr. Sargent: May we go off the record first, and find out?

Trial Examiner Moslow: Very well. Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record. I will let you state your objection when you get to the question. Make your question. Make your record.

Q. (By Mr. Ryan): Mr. Lawrence, is it not a fact that on the last day or so of April, or the first day or so of May, 1941, you had a conversation with Mr. Albright in which you were discussing the reason for your not having gone out on strike, you made the following statement in substance and effect:—

Mr. Sargent: Before that goes in the record I object to any evidence being taken with respect to this upon the following grounds: First, that it is only alleged by the Board in its complaint that R. C. Hoiles and C. H. Hoiles, on behalf of the Register, did various things, and there is nothing in the testimony which we have gleaned from the off the record discussion to indicate that it relates to a conversation with either of them.

Second, that is hearsay.

(Testimony of William A. Lawrence.)

Third, that it has nothing to do with the issues of the [362] particular case, and fourth, can only result in unnecessary harm to the witness without any gain to anybody, so far as the case itself is concerned.

Trial Examiner Moslow: I will overrule all of your objections.

Mr. Ryan: Read my statement as far as I have gone.

(The record was read.)

Q. (By Mr. Ryan): "The Register has me in a position where I cannot do differently, because I owe them \$200; besides, I owe money in two banks and have other debts in Santa Ana; the management of the Register has made a proposition to me that only a fool would turn down."

Mr. Sargent: My objection, of course, covers that too.

The Witness: I don't remember making that statement, while there is some matter of fact in what you say, but I don't remember saying that to Mr. Albright or to anyone else.

Q. (By Mr. Ryan): Isn't it a fact the management of the Register Publishing Company did make you an offer to induce you not to go out on strike, but to remain at work for the company, and that you accepted the offer, and as a result are now working there and have been working there at all times?

Mr. Sargent: Same objection.

(Testimony of William A. Lawrence.)

Trial Examiner Moslow: Objection overruled.

The Witness: After the strike was on, yes.

Trial Examiner Moslow: Who made you the offer? [363]

The Witness: Mr. C. H. Hoiles. He didn't make any offer. He gave me an increase in wages a couple of days after. It wasn't an agreement or proposition.

Q. (By Mr. Ryan): Tell us, Mr. Lawrence, what the conversation was with Mr. C. H. Hoiles at the time he gave you the raise in wages.

A. I don't recall. He volunteered——

Q. Did he talk to you about the raise before he gave it to you?

A. No. He came up where I was working.

Q. What did he say to you when he came out to where you were working, Mr. Lawrence?

A. You want me to tell you how much money I am making?

Q. No, no. Just tell us what he said to you about this raise in wages. That is, how much did you receive at that time? You don't have to mention the exact salary.

Mr. Sargent: Which Mr. Hoiles?

The Witness: C. H. Hoiles. He said in effect: That your wages will be so much now; and that was all there was to it.

Q. (By Mr. Ryan): What percentage of increase did you receive over what you had been receiving?

A. I haven't figured it out.

Trial Examiner Moslow: How much was it in dollars?

(Testimony of William A. Lawrence.)

The Witness: Per month? [364]

Trial Examiner Moslow: Yes.

Mr. Sargent: Mr. Examiner, you appreciate this took place after the strike, and after he had stayed in.

Trial Examiner Moslow: How much was it?

The Witness: It figured out something like \$25 a month, in round figures.

Q. (By Trial Examiner Moslow): As foreman, were you getting the same wage as the other employees in the chapel, or were you getting a higher wage? A. I was getting a higher wage.

Q. Was your wage also fixed by the contract?

A. No.

Q. But you were required to be a member of the union under that contract, under the oral contract?

A. In order to do mechanical work.

Q. Did you do mechanical work?

A. Some.

Q. When the union was bargaining for an increase of wages from \$1.00 to \$1.15, would that have affected your wages in any way?

A. None whatever.

Q. Were your wages fixed at all by the oral agreement? A. No, sir.

Q. They were subject to private negotiations?

A. Absolutely. [365]

Q. (By Mr. Ryan) Mr. Lawrence, is it your answer that you did not make the statement that the management of the "Register made a proposition to me that only a fool would turn down," or

(Testimony of William A. Lawrence.)

is it your answer that "I can't remember having made that statement to Mr. Albright"?

A. I don't recall.

Q. Is it possible you did make that statement, if he says you did?

A. His memory might be better than mine.

Mr. Ryan: That is all.

Cross Examination

Q. (By Mr. Sargent) Mr. Lawrence, you say that Mr. Hoiles and you had a talk some time after the strike began?

A. Well, you could call it a talk, if you want to. We were all very busy, of course, and it occasionally came up, and he made the remark which I stated.

Q. When was that made to you?

A. I don't remember for sure. I don't remember the date, it was three or four days after the strike, or less; it might have been the second or third day. I don't remember.

Q. The second or third or fourth day after the strike?
A. Yes.

Q. And you had voluntarily stayed on when the strike began?
A. That is right.

Q. And this was something which the management had done [366] without any agreement with you after the occasion was over. Is that right?

Mr. Ryan: Mr. Examiner, I would like to point out that I called this witness as an adverse witness, and as such——

(Testimony of William A. Lawrence.)

Trial Examiner Moslow: Reframe your question.

Mr. Ryan: I am going to object to the question as leading.

Trial Examiner Moslow: Just reframe it.

Q. (By Mr. Sargent) Well, are we correct in understanding, Mr. Lawrence, that you voluntarily remained at work when the strike began?

A. Yes, sir.

Q. And that several days, meaning two, three or four days thereafter, Mr. Hoiles notified you that you would receive an increase in wages?

A. That is right.

Q. And that also was a voluntary act on the part of the management, as had been your act in staying on the job? A. That is right.

Q. When the people went out on strike on the night of Wednesday, April 30, 1941, were you on the job at that time?

Trial Examiner Moslow: Mr. Sargent, if you are going into new matter, in view of the lateness of the hour and for other reasons, I prefer that you would call this witness as part of your own case. You will have any privileges by way of cross examination that you would have if he had been called [367] by the Board.

Mr. Sargent: I was going to ask him only two questions, and probably not call him.

Trial Examiner Moslow: All right, then proceed.

Mr. Ryan: Will you read the question?

(The question was read.)

(Testimony of William A. Lawrence.)

The Witness: I was in the building.

Mr. Sargent: I will have to make it more than two. It will be very brief.

Q. (By Mr. Sargent) You and the members of the management had to more or less scour around and do everything yourselves, didn't you?

Mr. Ryan: It is immaterial. I object to it.

Trial Examiner Moslow: Don't argue. Objection overruled.

Q. (By Mr. Sargent): Is that right?

A. Yes, that is true.

Q. I ask you whether or not immediately after the strike your duties were increased or decreased as compared to what they had been before the strike?

A. Yes, my duties were increased considerably for a while.

Q. That lasted for some time, did it not?

A. Yes, it did.

Mr. Sargent: That is all.

Q. (By Trial Examiner Moslow) Did anyone else receive an increase besides you? [368]

A. I was the only one left.

Q. What do you mean?

A. Until we commenced hiring new help.

Q. You were the only one of the Register crew left?

A. That is right. Well, we had one boy, I think.

Q. There were 22 persons at the Register at the time of the strike?

A. I couldn't tell you how many there were.

(Testimony of William A. Lawrence.)

Q. All but you and one apprentice went out on strike. Is that correct? A. Yes.

Q. When were they replaced?

A. I don't think we brought any new help—we were able to get any new help until on the night of the first.

Q. At what date did you have a full complement of men? By what date were all the strikers replaced?

A. By Monday or Tuesday, following Wednesday or Thursday.

Q. That is, by May 5th or 6th, there was a crew of how many?

A. I couldn't tell you that without looking at my records.

Q. All right. Within a week, though?

A. I would say yes.

Q. Since that time have any of the strikers gone back to work? A. Yes.

Q. How many? [369] A. Two.

Q. Two others. What are their names?

A. Carl Thrasher and Cecil Stearns.

Q. When did Stearns go back?

A. Oh, it was the last part of June or around the first part of July, as I recall.

Q. 1941? A. Yes.

Q. And Carl Thrasher, when did he go back?

A. I think he came back the following Monday or Tuesday.

Q. Is that the same as C. C. Thrasher?

A. Yes.

(Testimony of William A. Lawrence.)

Q. He came back May 5th or 6th, then?

A. Along about there.

Trial Examiner Moslow: Anything else of the witness?

Redirect Examination

Q. (By Mr. Ryan) This Cecil Stearns, what was his capacity immediately preceding the strike, in the composing room? Was he a journeyman's apprentice? A. He was an apprentice.

Trial Examiner Moslow: Is that the boy you mean who came back?

The Witness: Yes.

Trial Examiner Moslow: You are excused.

(Witness excused.) [370]

Trial Examiner Moslow: Well, I will entertain a motion from either party to strike this man's name from paragraph 13 of the complaint.

Mr. Sargent: Cecil Thrasher?

Trial Examiner Moslow: No. W. A. Lawrence. Either one of you may have the privilege.

Mr. Ryan: I move to strike the name of William Lawrence from paragraph 13 of the complaint.

Trial Examiner Moslow: There is no objection?

Mr. Sargent: No.

Trial Examiner Moslow: That motion is granted. How about Mr. C. C. Thrasher? Does his name belong there?

Mr. Ryan: His name does not belong there, either, because the paragraph reads that the union

requested reinstatement for them on July 29th. He, of course, had gone back to work months before that, so I move to strike C. C. Thrasher from paragraph 13 of the complaint.

Mr. Sargent: No objection.

Trial Examiner Moslow: That motion is granted. Anything else?

(No response.)

Trial Examiner Moslow: We will recess at this time until 9:30 Monday morning.

(Whereupon, at 6:05 o'clock p. m., May 8, 1942, an adjournment was taken until Monday, May 11, 1942, at 9:30 a. m.) [371]

Council Chambers, City Hall,
Santa Ana, California,
Monday, May 11, 1942.

9:30 o'clock a.m. [372]

Proceedings

Trial Examiner Moslow: The hearing will come to order.

Mr. Ryan: I wish to call Mr. Saleh to the witness stand, please.

EDWARD F. SALEH,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan) State your full name, please.
A. Edward F. Saleh.

(Testimony of Edward F. Saleh.)

Q. Where do you live, Mr. Saleh?

A. Huntington Park, at the present time: 2516 Flower Street.

Q. In Huntington Park? A. Right.

Q. Were you ever employed at the Santa Ana Register?

A. I was a stereotyper there for a couple of years, journeyman-stereotyper.

Q. When did you begin to work and when did your occupation cease?

A. I can't remember the exact dates, but I was there for approximately two years previous to the time that the printers went on strike.

Q. Were you working for the company as of May 1, 1941 when the strike began? [374]

A. That is right.

Q. In what capacity?

A. As journeyman-stereotyper.

Q. Are you a member of any union?

A. Los Angeles Stereotypers Union, No. 58.

Q. On or about May 3, 1941 did you have a conversation with Mr. C. H. Hoiles in his office?

A. I did.

Trial Examiner Moslow: May 3rd?

Mr. Ryan: May 3rd.

Q. (By Mr. Ryan): On or about May 3, 1941, can you tell us how you happened to go into his office on that occasion?

A. As I remember it, I believe it was the last day I worked there, and someone, I don't recall who, came out during the afternoon and said the

(Testimony of Edward F. Saleh.)

boss wanted to see me in his office before I got away. So I went to see what it was, and there was C. H. and Ralph Juillard, the advertising manager, in there.

So they asked me what my intentions were regarding the decision of my union, whether or not I would go out, if I was instructed to do so, and I informed him I would.

Q. Your union wasn't on strike, was it?

A. No, they were not on strike, but they were contemplating refusing to let us go through the picket line.

Q. What picket line are you referring to? [375]

A. The Typographical picket line.

Q. Go ahead.

A. I told him I thought it was to my best interests to do what I was instructed to do by my union, and stay out. Well, he tried to make me see the other side of it, and told me that if I would stay that he would give a two or three year contract as, presumably, stereotype foreman in the shop.

Q. If you would stay?

A. If I would stay in, regardless of any instructions from my union. But I wasn't very much interested in that. I explained to him I still thought it would be to my best interest in the long run to go on out. Then he told me later on if at any time I desired to get back into the union, that they would pay my fine, any fine that was imposed on me, up to \$1,000; but I still told him I thought in the long run I would be better off by going out.

(Testimony of Edward F. Saleh.)

Q. When you say "by going out", what do you mean?

A. By refusing to go through the picket line if instructed by my union, if and when; up to that time I had not been instructed to do so.

Q. When were you instructed in any manner by your union?

A. I believe this happened on Saturday, and the next day we were instructed by the president of the union not to go back to work after the following day. The following day would [376] have been Monday, which was not a day I worked regularly anyway. And that was the last time the stereotypers were allowed to go through the Typographical Union's picket line.

Q. Were you present in Mr. Hoiles' office at any time subsequent to this occasion you have just talked about, when Mr. Liles was also present?

A. Yes. Mr. Liles and I had talked with him together about the situation. I don't remember whether it was the day before or the day after this. I don't recall the exact date.

Q. Mr. Liles is who?

A. Mr. Liles is president of the Los Angeles Stereotypers Union, No. 58.

Q. Will you tell us who was present when you and Mr. Liles had a conversation with Mr. Hoiles?

A. I don't recall whether there was anyone else other than the three of us present or not.

Q. Was it in Mr. Hoiles' office?

A. It was, yes, and Mr. Liles was explaining

(Testimony of Edward F. Saleh.)

our situation to him, that in all probability the union would order us not to go through the Typographical picket line, for our own safety, as much as for anything else; and explained to him that the stereotypers would not in that case be on strike, just merely refusing to go through a picket line. And when and if the differences were settled between the office and the Typographical, the stereotypers would be glad to go to work [377] at whatever time the Typographical took their picket line away from the plant, we would be glad to come back to work.

Q. Did Mr. Hoiles say anything?

A. He did say, so far as the Typographical was concerned, they wouldn't be back to work. We told him whenever they took the picket line down there away from the shop, we would be eligible to come back to work.

Mr. Ryan: I have no further questions. You may cross examine.

Cross Examination

Q. (By Mr. Sargent) One question: The conversation when Mr. Liles was present, you say, took place a day or so earlier or later?

A. I don't recall the exact time. It was within a few days, within probably one or two days.

Q. But in any event it was a day or two after the strike began?

A. As I recall it, the picket line was already around the plant, yes.

Mr. Ryan: That is all.

Trial Examiner Moslow: You are excused. [378]

Trial Examiner Moslow: On the record.

I am going to make a ruling on the offer of the editorials. I will reject Board's Exhibits 11 and 12 until such time as the dates on which they are written are established.

Board's Exhibits 10-A, 10-B and 13 will be received in evidence for the limited purpose of the Board's offer. That is, for the light they shed on the views of Mr. R. C. Hoiles towards labor matters. I am not deciding, when receiving those editorials, that those views are necessarily the views of the management, nor that the mere fact that those views [405] were expressed, were identical positions taken in the bargaining negotiations.

(Thereupon the documents heretofore marked as Board's Exhibits 10-A, 10-B and 13, for identification, were received in evidence.)

BOARD'S EXHIBIT No. 10-A

Santa Ana Register, Friday, May 31, 1940

Sharing the Comforts of Life

By R. C. Hoiles

Printers Union Idea of Apprentices

The union printers make a great claim as to the service they render in training apprentices. They contend that their rules are for the purpose of benefitting the apprentice.

But these printers give no evidence of the wisdom of their action. They violate all the principles of all the economists and all business men

down through the ages. They violate the fundamental principle of the division of labor.

Five Years Drudgery

The printers require that every printer work for years setting type by hand or doing floor work before he dare have the right to operate a linotype that does practically all the type setting in a print shop. After a man gets on a linotype, many of them never again go back to hand composition. Any bright boy or girl could become efficient in six months or a year in running a straight matter linotype machine. It is just as reasonable to say that a linotype operator would have to carry papers for five years or be a reporter for five years or scrub floors five years, as it is to contend that they have to work five years on the floor before they dare even start to operate a linotype.

So it results down into the interpretation of the printers' love and guardianship of the apprentices. It means that the apprentice must be the serf of the union printers and absolutely give up his freedom and his rights to make mistakes and learn by making mistakes. So guidance claimed to be for the benefit of the apprentice means to the union printers control or tyranny over the life of the apprentice.

And instead of it really being love and service to their fellowman, it is a shortsighted method of the union printers making jobs at fictitious wages to linotype operators. It prevents thousands of people from becoming linotype operators who de-

sire to work a few years but do not care to spend five years in servitude in order to be of service to humanity in operating a machine. It thus greatly interferes with the free and natural division of labor without which there can be no high standard of civilization. This is because of the shortsighted view of the union printers that they are wise enough to run the lives of apprentices for five years.

It is little wonder that there are 15 million jobs short when the public permits unions to interfere with people learning to be efficient servants of humanity in this manner. It is little wonder that newspapers and printed matter cost as much as they do when this apprenticeship has stamped itself on to the public. The public always pays the bill and the consumers, 99 times out of a hundred, are other workers instead of rich people as defenders of collective bargaining would have the public believe.

The only difference between the printers' idea of controlling apprentices and Hitler or Stalin, is a matter of degree.

The columns of this paper are open for refutation if there has been any misstatement.

BOARD'S EXHIBIT No. 10-B

Santa Ana Register, Friday, May 31, 1940

German Armistice

Like Union Contract

Anyone who has had experience in reading union

contracts, recognizes the similarity between the German terms of peace to France and a union contract.

Germans, like the unions, demand everything and agree and promise to do nothing.

All union contracts are simply options. The purpose of the union contract is to rob the consumers and treat them as serfs and slaves and take away from them their inalienable rights, just as the Armistice agreement with France takes away from the French citizens their inalienable rights and makes them support the Germans.

The reason union contracts rob the customers is that it is a law of business life that sooner or later every advantage or disadvantage has to be passed on to the customer. So when unions demand and receive more, under the threat of striking, for the labor they perform than thousands of customers are willing and able to do the same service for they are making serfs of the customers.

Some printers unions used to have the following in their contracts: The publisher shall perform no act that might be construed to hurt the printer's trade union.

If a publisher had a share of stock in another company that was not satisfactory to the union, they had a right to call a strike; or, if he belonged to a church organization that stood for an open shop, the union had a right to call a strike. They, of course, seldom enforced their right because it was so raw and tyrannical that the public would not stand for it.

The result of union contracts in America that takes away the initiative of workers and robs those excluded from having the right to receive the fruits of their labor, if carried on to its final culmination, will result in as much tyranny in America as exists now and will exist in France.

We do not need to go to Europe to fight tyranny and oppression. We have plenty of it here in America.

The columns of this paper are open for any defender of collective bargaining who will answer questions to refute the above conclusions.

Mr. Sargent: In view of your ruling to let in the three editorials, and I take it the other two——

Trial Examiner Moslow: I am not making a ruling until I see when the other two were written.

Mr. Sargent: As soon as you have the dates, I take it——

Trial Examiner Moslow: No. I want to know when they were written. I want to see the relationship to the conferences, if any.

Mr. Sargent: If you deem the dates in any wise synonymous you will admit them; but if you find the dates a long ways apart your reaction would be to reject them?

Trial Examiner Moslow: That would probably be my ruling.

Mr. Sargent: If we are going to have to fight the entire question of the editorials, I have no dis-

position to make it difficult for my friend, Mr. Ryan, in view of the fact the hearing will probably end today; and I am not disposed, if you are going to let in the other ones, to keep the two out simply because they have no date on them. In other words, I would like to have the editorials viewed as a whole. I have made my objection to all the editorials. Therefore, I won't object if you Honor sees fit to put these two without [406] dates on them, to them, simply because there wasn't a date on them.

Trial Examiner Moslow: I am not disposed to receive them despite your waiver of objection as to the dates until the date is established. I might point out the undated editorials, in addition, bear much less, show much less connection to the subject matters under discussion in the collective bargaining negotiations than the ones which are dated. They seem, more than the others, a general expression of views.

Let us proceed. Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

C. H. HOILES,

called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan) Will you state your full name, please? A. Clarence H. Hoiles.

(Testimony of C. H. Hoiles.)

Q. Where do you live?

A. 2010 Victoria Drive.

Q. Santa Ana? A. Santa Ana.

Q. California. Are you connected in any way with the [407] Register Publishing Company, Ltd.?

A. I am.

Q. What is your capacity with that corporation?

A. Secretary-treasurer, and business manager.

Q. How long have you held that position?

A. Since 1935.

Q. Do you have any other position with the company? Are you a director?

A. Director.

Q. Who are the other directors?

A. Mr. R. C. Hoiles.

Q. Do you have any relation to him other than that, the fact that he is a director?

A. He is my father.

Q. He is your father. And are there other directors?

A. Yes; Mabel M. Hoiles, Harry H. Hoiles, Mabelle S. Hoiles, Earl J. Hanna. I think that is it.

Trial Examiner Moslow: Will you give the relationship of the other Hoiles you have mentioned?

The Witness: Mabel M., mother.

Trial Examiner Moslow: Harry H.?

The Witness: Brother.

Trial Examiner Moslow: Your brother?

The Witness: Yes.

Trial Examiner Moslow: Mabelle S.? [408]

(Testimony of C. H. Hoiles.)

The Witness: My wife.

Trial Examiner Moslow: Has Earl J. Hanna any relationship to you?

The Witness: No.

Trial Examiner Moslow: There are six directors.

The Witness: Yes.

Q. (By Mr. Ryan) Mr. Hoiles, the Register Publishing Company, Ltd. is and at all times since 1927 has been a corporation organized and existing under and by virtue of the laws of the State of California. Is that a true fact? A. Yes.

Q. The Register Publishing Company, Ltd. has been owned and controlled by the present owner since 1935. Is that right? A. Yes.

Q. The Register Publishing Company, Ltd. has no parent company, no subsidiary, and no branches. Is that correct? A. That is right.

Q. The Register Publishing Company, Ltd. is engaged in the business of publishing and distributing a newspaper "Santa Ana Register" daily except Sunday at its place of business located at 519 North Sycamore Street, in the city of Santa Ana, State of California. Is that a true fact?

A. Yes.

Q. The Santa Ana Register Publishing Company, Ltd. during [409] the year 1940 had approximately 15,032 subscriptions to its newspaper, "Santa Ana Register", of which number about 59 were located outside the State of California. Is that a true fact? A. That is right.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: 15,032?

Mr. Ryan: 15,032.

Q. (By Mr. Ryan) Is it also a fact that the subscription ratio is approximately the same at the present time? A. That is right.

Q. The Register Publishing Company, Ltd.—

Trial Examiner Moslow: Just a second. You mean by subscription ratio, the ratio of those outside the State?

Mr. Ryan: Yes.

Q. (By Mr. Ryan) And the numbers are also about the same, isn't that true, the total subscriptions? A. That's now?

Q. Yes. A. It is a little bit more.

Q. With respect to the number outside the State?

A. The ratio remains about the same.

Q. Register Publishing Company, Ltd. during the year 1940 purchased news print in the amount of 1,431,000 pounds at a cost of \$34,636.10, and said news print was shipped via railroad and boat from Canada to Santa Ana, California where [410] it was used in the production of the newspaper "Santa Ana Register." Is that a true fact?

A. Yes.

Q. Is it also a true fact that that is approximately the amount of news print which is being purchased at the present time on a yearly basis?

A. Just—approximately, yes; just a little bit more, probably, now.

Q. And from the same source? A. Yes.

(Testimony of C. H. Hoiles.)

Q. And it comes in from Canada the same as it did in 1940. Is that right? A. Yes.

Trial Examiner Moslow: Did all of your news print come from Canada?

The Witness: News print, yes.

Q. (By Mr. Ryan) The Register Publishing Company, Ltd. during the year 1940 purchased miscellaneous materials, supplies, machines, and equipment for use in its business from sources located outside the State of California, in the total amount of approximately \$7,000, and the aforesaid materials, supplies, machines and equipment were shipped from said sources located outside the State of California to Santa Ana, California via railroad. Is that a true fact? A. Yes. [411]

Q. And is the figure with respect to the purchases of the miscellaneous materials, supplies, machines and equipment approximately the same now as they were at that time, with respect to the amount coming in from out of the State? A. Yes.

Q. Register Publishing Company, Ltd., regularly receives news for publication and does publish in its newspaper, Santa Ana Register, news from United Press, Associated Press, and International News Service, the greater part of which is gathered outside of and transmitted into the State of California by the aforementioned news services, but all of which is received by the Register Publishing Company, Ltd., through the Los Angeles and San Francisco offices of the aforementioned news services. Is that a true fact, so far? A. Yes.

(Testimony of C. H. Hoiles.)

Q. The aforesaid news constitutes approximately 12 per cent of the total news regularly appearing in the newspaper Santa Ana Register. Register Publishing Company, Ltd., pays to the aforementioned news services a total of approximately \$7,200 annually for supplying the aforesaid news. Is what I have just read true? A. Yes.

Q. Register Publishing Company, Ltd., subscribes to the following newspaper feature services: Chicago Tribune, New York News Syndicate, Inc., News Building, New York, New [412] York; McNaught Syndicate, Inc., 1475 Broadway, New York City, New York; King Features, 235 East 45th Street, New York City, New York; Bell Syndicate, Inc., 247 West 43rd Street, New York City, New York; NEA Service, Inc., 1200 West 3rd Street, Cleveland, Ohio. Is that a true fact?

A. Yes, that is.

Q. The Register Publishing Company, Ltd., regularly publishes in its newspaper, Santa Ana Register, a miscellany of newspaper features, such as: comic strips, cartoons, and feature articles, approximately 90 per cent of which are transmitted to the Register Publishing Company, Ltd., at Santa Ana, California, from states other than California, by the aforementioned feature services. Is that a correct statement? A. Yes.

Q. The aforementioned material constitutes approximately eight per cent of the reading material in the Santa Ana Register newspaper. Is that a correct statement? A. Yes.

(Testimony of C. H. Hoiles.)

Q. The Register Publishing Company, Ltd., annually pays the aforesaid feature services a total of approximately \$3,200 annually for supplying the aforementioned material. Is that a correct fact?

A. Yes.

Q. Said material is received via the United States Postal Service. Is that a true statement, Mr. Hoiles? [413]

A. Yes.

Q. The gross annual revenue of Register Publishing Company, Ltd., is in excess of \$300,000, of which amount in excess of \$200,000 represents revenue derived from advertising, and in excess of \$100,000 represents revenue from newspaper circulation. Is that a true statement, so far, Mr. Hoiles?

A. Yes.

Q. Register Publishing Company, Ltd., receives approximately six per cent of its total revenue from national advertising which it obtains from companies whose offices and places of business are located outside the State of California. Is that a true statement?

A. Yes.

Q. Is it also a true statement that said national advertising is transmitted to you from those companies located outside the State?

A. From companies and agencies, yes.

A. In respect to the matters referred to above, there has been no substantial change since 1940 in the nature of the business operations of Register Publishing Company, Ltd.? Is that correct, Mr. Hoiles, in respect to these things I have just asked you about?

(Testimony of C. H. Hoiles.)

A. Except national advertising has been steadily going down.

Mr. Ryan: It has been going down somewhat. That is all. [414]

Trial Examiner Moslow: I understand, Mr. Sargent, you contend the respondent is not subject to the jurisdiction of the Board?

Mr. Sargent: Yes, I do, Mr. Examiner.

Cross Examination

Q. (By Mr. Sargent): Has the drop in national advertising of the Register been one which is in line with and shared by papers throughout the nation?

A. Yes.

Q. And that drop in national advertising is attributable to the present national emergency?

A. That is right.

Q. Mr. Ryan asked you with regard to the six per cent of the total revenue coming from national advertising, and I understood you to answer that the companies from which you received that national advertising had offices and places of business outside the State of California; and I take it none of that advertising, therefore, comes through California offices to you?

A. The six per cent comes from the companies, offices, or agencies outside the State of California.

Q. Am I correct in understanding that the newspaper feature services, five in number, about which Mr. Ryan asked you, are the same ones referred to by him for which you said you paid \$3,200 annually? [415]

A. Yes.

(Testimony of C. H. Hoiles.)

Q. In other words,—

A. You mean the feature services?

Q. Yes. In other words, the feature services of the Chicago Tribune, McNaught, King Features, Bell Syndicate, NEA, are the ones which you said cost you \$3,200 annually? A. Yes.

Q. And constitute about eight per cent of the reading material in the newspaper? A. Yes.

Q. Mr. Hoiles, further on the question of jurisdiction, the strike commenced on April 30, 1941, did it not? A. Yes.

Q. Have you been attending, day after day, your office, since that time, with a few exceptions?

A. Yes, I have, yes.

Q. And your office is in the newspaper plant?

A. That is right.

Q. Have you, then, had occasion during various parts of the day, and sometimes in the evening, to observe whether or not pickets were stationed outside the building since that time? A. Yes.

Q. I ask you whether or not the Register plant is not located on a corner?

A. That is right. [416]

Q. And on what corner of what two streets?

A. Sixth and Sycamore, the southeast corner.

Q. Now, have you been able to observe since the commencement of the strike whether or not there have been continuous picket lines on either the Sixth or Sycamore Street entrances of the Register?

Trial Examiner Moslow: Do you contend, Mr. Sargent, this relates to the question of jurisdiction?

(Testimony of C. H. Hoiles.)

Mr. Sargent: Yes. I will tie it up. In other words, I am going into the second part of the question as to the effect of a labor dispute here upon the labor dispute generally.

Mr. Ryan: I want to have an objection to this line of questions, particularly because I can't see any relevancy.

Trial Examiner Moslow: How long will you be on this?

Mr. Sargent: Enough so I will have quite a few questions to ask.

Trial Examiner Moslow: I don't understand your point. How does it relate to the question of jurisdiction?

Mr. Sargent: Mr. Examiner, as you undoubtedly know and as I am prepared to show you by cases, the question of jurisdiction is not primarily whether or not one has raw materials come from interstate commerce, or whether a small portion of the circulation of the newspaper goes outside the State, or whether news comes from the outside, or feature [417] services come in, or national advertising comes in. Those are all small in issue. The true criterion has seemed to be, in the cases, as to whether or not a dispute within the walls of the plant, particularly where it is a small newspaper, as here, have a close, intimate bearing upon the flow of commerce in the territory, and whether or not that dispute tends to disrupt deliveries, has an effect upon other labor unions who would be involved in deliveries.

In other words, as the Santa Cruz Packing Com-

(Testimony of C. H. Hoiles.)

pany case said, the test is whether or not the labor dispute has a bearing which has repercussions of importance and substance upon the operations of this company, and upon the other services which are involved in it.

And I am seeking to show now that so far as this paper is concerned, it has been subject to this strike, in whole or in part, for over a period of a year, and there has been no such effect.

Trial Examiner Moslow: I disagree with any such evidence as material on this question. However, since it is jurisdictional I will allow you to proceed.

Mr. Sargent: Yes.

Q. (By Mr. Sargent) Now, Mr. Hoiles, were you able to observe during this past year, since the date of the strike, whether pickets have continuously been around the Sixth Street and Sycamore Street entrances to the respondent's plant? [418]

A. I have.

Q. And were the picket lines continuously maintained on those entrances?

A. No, they were not.

Q. I ask you whether or not there have been considerable lapses of time when there have been no pickets seen on either of the two entrances?

Mr. Ryan: I object on the ground it is indefinite, what is meant by considerable lapses of time.

Mr. Sargent: I will ask the witness to enlarge upon it.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: So far as I am concerned, this entire line is immaterial.

Mr. Ryan: That is what I objected to.

Trial Examiner Moslow: For all practical purposes I am receiving it as though it were an offer of proof. So, I am not disposed to pay much attention to your objection, Mr. Ryan. Proceed. You may answer the question.

The Witness: May I have the question, please?

(The question was read.)

The Witness: You have reference to the Sixth or the Sycamore Street entrances? Which are you talking about?

Q. (By Mr. Sargent) Either of the entrances. I will put it the Sixth and Sycamore Streets.

A. Since December 7th, about 90 per cent of the time there have been no pickets. [419]

Trial Examiner Moslow: Since December 7th, 1941?

The Witness: 1941.

Q. (By Mr. Sargent) And prior to December 7, 1941 were there days when there were no pickets around either of those entrances to your plant?

A. Yes.

Q. Now, since the strike began, has the strike caused you to be unable to obtain raw materials?

A. No.

Q. Has it had any effect upon your national advertising? A. No.

Mr. Ryan: I object to that question.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: You have a general objection to this entire line.

Q. (By Mr. Sargent) Has it had any effect upon your feature services? A. No.

Q. Has it had any effect upon your news services or the news or information coming from them? A. No.

Q. Has it had an appreciable effect upon your local advertising? A. No.

Q. Has it had an effect upon your circulation? A. No. [420]

Q. Has it had any effect upon your small out of state circulation? A. No.

Q. Has it had any effect upon the local operations in your plant, other than for the short period during which you had to replace those who were formerly employed and went out on strike?

A. Just several days after the strike, that was all, in the first week of the operation of the composing room.

Q. Except for that period, has the strike had any effect upon the normalcy of the operations?

A. It has not.

Q. In order that the full story may appear, the bitter and the sweet, the good and the bad, how was the paper gotten out immediately after the night shift went off on the 30th of April, 1941?

A. Do you want me to tell the story?

Q. Briefly, yes.

A. That night there was no attempt, after the night shift went off, to try to get the paper out.

(Testimony of C. H. Hoiles.)

We all figured we had better get some sleep, so we went home and got a good night's sleep, for the next day. Various offices in the organization, in the advertising department and the editorial department, and the foreman, and the apprentice, and the advertising manager and myself, all pitched in and put out [421] a semblance of a paper.

Q. And then, how soon thereafter did you employ other printers to come in and get out the paper?

A. Oh, from time to time within the week, three or four days, the printers came in.

Q. I ask you whether or not except for that period of time the strike has had any appreciable effect upon the normal business operations or relations of the paper?

A. After that time we went along about as normal.

Q. And did you subsequently secure the services of another stereotyper?

A. After the stereotyper refused to come through the picket line, yes.

Q. How many stereotypers were there?

A. There was one journeyman full time, one journeyman part time, and one apprentice.

Q. Yes. And after they had refused to come through, you employed others to take their position. Is that right? A. Yes, sir.

Q. Has that situation become normal since that time? A. Yes, sir.

Mr. Sargent Do I understand now, Mr. Ryan,

(Testimony of C. H. Hoiles.)

following the cross of Mr. Hoiles upon the questions I have asked him, the Board then rests?

Mr. Ryan: Yes. I guess that is a correct statement, [422] other than, of course, we have the question of this contract which was in effect between the company and the Santa Ana Union between 1937 and 1939 and which was subsequently extended, I believe, until at least March, 1940, and we are trying to get that.

Mr. Sargent: I assume if anything is done, we will probably have to do it through Mr. Hoiles, ourselves, because your witnesses are not in a position to make any comparison. So, if the contract comes in, it will have to come in by comparison between Mr. Hoiles and the foreman, to ascertain what the contract is.

Trial Examiner Moslow: You needn't be technical about that reservation. You have the right to introduce it at any time. You can rest, and introduce it in respondent's case, or in rebuttal, or any way you want to. The same applies to your two editorials.

Mr. Sargent: I take it, then, the Board's case is not yet closed, but will be as soon as this cross examination is complete. I have a few more questions, other than on jurisdictional questions which I would like to ask Mr. Hoiles, although I am making him my own witness for the purpose of those questions, before I make a motion; and those questions will relate in substance to certain things which have

(Testimony of C. H. Hoiles.)

already been testified to and which I would like a denial of before I make the motion. [423]

Trial Examiner Moslow: I would prefer that you treat your case on the merits after the Board has rested.

Mr. Sargent: I take it that, much as I don't want to displease you, if I do ask Mr. Hoiles questions now, it will be like any witness that I am making my own, and asking him those questions, but I still have the right to ask questions while he is on the stand now. Is that right?

Trial Examiner Moslow: No. I think it is subject to my discretion. The record will be more orderly if we finish the Board's case, before you go on with yours.

Mr. Ryan: I just have a couple——

Trial Examiner Moslow: I would rather have your denials as part of your own case.

Mr. Sargent: I would assume we would adjourn, very probably for lunch; and I ask that you reserve ruling, for a reason I will give you after lunch.

Trial Examiner Moslow: You don't have to make any motion at the conclusion of the Board's case, and your failure doesn't indicate any waiver of any rights.

Mr. Sargent: I understand that.

Trial Examiner Moslow: I don't see what importance you attach to making a motion at this particular time. As far as I am concerned it might just as well be made at the end of the entire case. Even then I would like the Board to rest before

(Testimony of C. H. Hoiles.)

you put on your case. It makes an easier record. [424]

Mr. Sargent: I am trying to cooperate with you on what you said last Friday night, and to get through with the case as soon as possible. What I am doing now is a very definite move in that direction.

Trial Examiner Moslow: You think it might be possible, by reason of this testimony, to get through the case quicker?

Mr. Sargent: Yes, it undoubtedly would be.

Trial Examiner Moslow: How long will you be?

Mr. Sargent: Perhaps 15 or 20 minutes.

Trial Examiner Moslow: Let us continue.

Mr. Ryan: Mr. Examiner, if he proposes to go into the merits of his case this afternoon with this witness, I want it clearly understood that I have rested the Board's case in between time, before he begins that; but I want to ask the witness a couple of questions myself.

Trial Examiner Moslow: Why not finish on the jurisdictional matter and then you can continue? I have several questions too.

Mr. Ryan: You are through on the jurisdictional questions, Mr. Sargent?

Mr. Sargent: Yes.

Redirect Examination

Q. (By Mr. Ryan) Mr. Hoiles, as of the period immediately preceding the strike, which began on or about May 1, 1941, I believe, your company was

(Testimony of C. H. Hoiles.)

also subscribing to a news feature [425] service of the United Features, 220 West 42nd Street, New York, New York. Is that right? A. It was.

Q. And as I understand it, your company no longer subscribes to that particular feature service?

A. That is right.

Q. When did you cease to subscribe to that company's services, approximately?

A. Oh, approximately 10 or 11 months ago.

Q. And how long had you been subscribing to it when you ceased? A. About a year.

Q. What articles did you receive from that reature service?

A. That was General Hugh Johnson.

Q. Did you receive any other features from them other than the Johnson column?

A. I think that that was the only column we received from the United Features.

Q. Are you and your father, Mr. R. C. Hoiles, co-publishers? Is that the way you are known, as to the publishers of the Santa Ana Register?

A. That is right.

Mr. Ryan: I have no further questions of the witness.

Q. (By Trial Examiner Moslow) Who were the stockholders of this company? Are there many or few? [426]

A. They are primarily identical with the board of directors.

Q. Does your father control the corporation?

A. He does not.

(Testimony of C. H. Hoiles.)

Q. Do you and your father together own the majority of the stock?

A. I couldn't exactly tell; pretty close.

Q. Did you say "pretty close"?

A. I would say "R. C." and myself together own somewhere around half. I don't know whether it is over or under.

Q. Now, when your family assumed control, in 1935, did you buy out the shares of stock of the existing stockholders, or was a new corporation formed?

A. The existing corporation.

Q. In other words, the Register Publishing Company, Ltd. had been publishing the paper before 1935?

A. It had.

Q. And do you know for how long a period?

A. There were several changes of names of the corporation, back in about 1928; it changed back and forth, and I don't recall exactly when the Register Publishing Company Ltd. became the entity. It was the Register Publishing Company, then it was the Orange County Publishing Company; then it was the Register Publishing Company, Ltd., I believe.

Q. At any rate, for several years before you took control it was published by a corporation known as the Register [427] Publishing Company?

A. Right.

Q. Are you yourself a member of the Associated Press and these other wire services? Your paper, rather.

A. The paper is, yes.

Q. Now, do you yourself contribute news to the

(Testimony of C. H. Hoiles.)

Associated Press, which is then wired throughout the rest of the country?

A. A member of our staff contributes the news.

Mr. Sargent: Just a minute, Mr. Examiner. I don't know that the witness understands the import of your question.

Q. (By Trial Examiner Moslow): I will ask him again: I understood that members of the Associated Press, in addition to receiving news from the A.P., in addition to what it carries, would send news to the A.P., which was then wired throughout the country. Is that correct?

A. That is correct.

Q. How much of your news is sent to the A.P. wires?

A. Oh, I think our correspondent was complaining that he got around \$2.50 or \$3.00 a month, and he didn't figure it was worth while.

Q. He himself is the only one paid for it?

A. Yes, sir.

Q. And that is all he gets for it?

A. That is right.

Q. You said you didn't attempt, on the night of April 30th, [428] to get the paper out. When does the paper normally appear on the streets?

A. It normally appears around 2:15 or 2:30 in the afternoon.

Q. What paper were you working on, on the night of April 30th?

A. Oh, we have two shifts, a day shift and a night shift.

(Testimony of C. H. Hoiles.)

Q. Both worked on the same daily edition?

A. The night shift handles primarily, the advertising of the next day.

Q. Did the paper appear on the afternoon of that day? A. It did.

Q. But you did that with the make-shift crew, on the morning of May 1st?

A. All during May 1st.

Q. So that there wasn't any stopping of any issue? A. No, sir.

Q. The issues were continuous?

A. That is right.

Q. The printers you now employ are not members of the I.T.U.?

A. I don't know. I never asked them.

Q. At any rate, it is not a condition of their employment that they be members of the I.T.U.?

A. That is right. [429]

Trial Examiner Moslow: Anything else?

Mr. Sargent: I want to ask one or two more questions.

Mr. Ryan: May I ask him a question, Mr. Sargent, before you proceed?

Q. (By Mr. Ryan): In this edition of the paper you got out on the first day of the strike, with this make-shift crew, was it a full paper, the same as you usually got out?

A. I think the sports page was eliminated and maybe one or two of the other customary pages.

Q. That was the extent of the limitation?

(Testimony of C. H. Hoiles.)

A. It was two to four pages light of a normal issue.

Mr. Ryan: That is all.

Recross Examination

Q. (By Mr. Sargent): Now, with respect to the Associated Press, Mr. Hoiles, your paper is a regular member of the A.P., isn't it?

A. That is right.

Q. And as I understand it, the A.P. system, you will correct me if I am wrong, the news comes to you from either the Los Angeles or the San Francisco office of the Associated Press. Is that correct?

A. That is correct.

Q. And that the Associated Press designates in your plant some one of your employees who also acts as the agent of the Associated Press in collecting information for it. Is that [430] right?

A. That is right.

Q. And that is the agent you say got about \$2.00 or \$3.00 a month, and thought it was hardly worth while?

A. That is right.

Q. Now, then, when he collects this news as, for example, something of interest in Santa Ana, he wires this to the Los Angeles or San Francisco office of the Associated Press. Is that correct?

A. He sends it to the Los Angeles office.

Q. Los Angeles office. In other words, so far as both incoming and outgoing news, from the viewpoint of your plant, that is, news that comes from the Associated Press to your plant and news from

(Testimony of C. H. Hoiles.)

this particular Associated Press agent in your plant to the Associated Press office in Los Angeles, all of those are communications solely within the State of California. Is that right?

A. That is right.

Q. And you have no direct outside connection with the out of state offices of the Associated Press?

A. No, just Los Angeles and San Francisco.

Q. Now, with respect to these editorials which were published by your father, I ask you whether or not there has been a practice to open the columns of the paper to those who wished to either answer or make corresponding comments? [431]

Trial Examiner Moslow: Mr. Sargent, I think the evidence on the editorial situation is in the last sentence: That persons who hold different views are invited to answer.

Mr. Sargent: I only have one question, because as a matter of fact I am prepared to show that one gentleman who is a witness in the case did do that.

Trial Examiner Moslow: Continue.

Q. (By Mr. Sargent): Is that true, Mr. Hoiles?

A. That is true.

Q. I ask you whether or not any gentleman who has testified in the case has exercised that privilege of having articles appear under his name in the column? A. Mr. Duke has.

Q. Once, or more than once?

A. Two specific times that I know of.

Q. Yes. Now, is there a difference between the operating costs and the general conditions of print-

(Testimony of C. H. Hoiles.)

ers in a job printing plant, and a newspaper plant and composing room, such as that of the Register?

A. Yes.

Q. What are they, please?

Mr. Ryan: I object.

Trial Examiner Moslow: Objection overruled.

The answer may stand.

Q. (By Mr. Sargent): What are the differences as they affect [432] a contract between the union for the employees of the two, and the owner of either the plant or the newspaper?

A. Well, the newspaper plant is more continuous. The paper is published every day and the printers are needed every day. The work is not as elaborate as any job plant. A job plant is dependent upon the jobs as they come in. If there is a rush, possibly they are having a rush today and a famine tomorrow.

Q. And is there a difference in the actual costs of printing regularly and having an order one day and none tomorrow?

A. We have certain costs whether we have the income or not. The job plant usually has costs prevalent upon certain orders, which is based on income.

Q. Yes. Did you give William Lawrence, the foreman in the Register, his raise in pay?

A. Yes, sir.

Q. What reason did you have for giving him that raise in pay?

A. He was taking on more responsibility.

(Testimony of C. H. Hoiles.)

Q. And that came when?

A. That came four or five days after the strike.

Q. And have the increased duties of Mr. Lawrence continued?

A. They have been continuous, yes, sir.

Q. Do you know at the time of the strike how many combination men there were in your composing room? [433]

A. We only had one man working at it, Mr. Bray.

Q. Mr. Bray; and I ask you whether or not he was a regular or a sub?

A. He was what is known as a sub.

Q. Would a sub mean a substitute who is called when extra work is required, but who is not on the regular payroll?

A. He doesn't have what they call a situation. He is called when one man lays off, or for additional reasons.

Q. And by a "situation" you mean a regular job, day after day, so many days a week?

A. That is right.

Mr. Ryan: Mr. Examiner, I want it understood that I rested my case at the close of the last question that I asked Mr. Hoiles about this one feature service.

Trial Examiner Moslow: I don't see it makes any difference. You might just as well rest when the witness is through.

Mr. Ryan: It looks like Mr. Sargent may be going into the merits.

(Testimony of C. H. Hoiles.)

Mr. Sargent: It won't be very long.

Trial Examiner Moslow: No definite harm will be done, in any event.

Q. (By Mr. Sargent): Is Jane Hoiles the daughter of R. C. Hoiles? A. That is right.

[434]

Q. And——

Trial Examiner Moslow: That is your sister, in other words?

The Witness: That is right.

Q. (By Mr. Sargent): And was there a time when she came to work, one summer, upon the paper, and worked in the composing room?

A. Yes, sir.

Q. Was that during the existence of the verbal contract with the union? A. Yes, sir.

Q. Did the union make any objection to her working on the linotype machine? A. No, sir.

Trial Examiner Moslow: What is the answer?

The Witness: No, sir.

Trial Examiner Moslow: Keep your voice up.

Q. (By Mr. Sargent): And was her work used in the newspaper? A. Yes, sir.

Trial Examiner Moslow: How long did she work there?

The Witness: During the whole of one summer.

Q. (By Mr. Sargent): I ask you whether or not that was the first time she ever worked in the composing room or was it not?

A. I think it was the first time.

(Testimony of C. H. Hoiles.)

Q. And she worked at the linotype machine, you say, while [435] she was there? A. Yes.

Trial Examiner Moslow: Was she paid for this?

The Witness: I don't know whether she was. I think she was.

Trial Examiner Moslow: You think she got some pay for it?

The Witness: I don't know how much it was. I think she got some pay for it.

Q. (By Mr. Sargent): During the existence of this oral contract, from 1937, as has been testified, up to the negotiations and strike in 1941, did the Register, the respondent, live up to that contract?

Mr. Ryan: I object to that as calling for a conclusion; immaterial.

Mr. Sargent: We have had opinion evidence on the other side, and I thought it only wise to ask.

Trial Examiner Moslow: Let him state whether in his opinion the respondent lived up to it.

The Witness: What is the question now?

Q. (By Mr. Sargent): In your opinion, did the Register live up to the oral contract with the union during its existence? A. Yes, sir.

Q. When the union in 1940 and 1941 made proposals to you during the negotiations, what consideration did you give to those proposals? [436]

A. Due consideration.

Q. I ask you during this time who was in charge of the labor relations for the respondent?

A. I have been.

Q. What? A. I was.

(Testimony of C. H. Hoiles.)

Q. At all times? A. Yes, sir.

Trial Examiner Moslow: How old are you, Mr. Hoiles?

The Witness: Thirty-six.

Q. (By Mr. Sargent): Mr. Hoiles, this verbal contract, which we are going to discuss after lunch, had a great many separate divisions or sub-sections?

A. Oh, yes.

Q. It was a detailed operating contract, was it not? A. Yes, sir.

Q. And I ask you at this time: Did it have the usual provision for a closed shop?

A. Yes, sir.

Q. In other words, without the consent of the union, no one who was not a member of the union in good standing could work as a printer in the shop. Is that correct? A. That is right.

Trial Examiner Moslow: That is in the composing room.

Mr. Sargent: In the composing room, yes. [437]

Mr. Ryan: Except in violation of the contract.

Trial Examiner Moslow: Let us not argue about that.

Mr. Sargent: I said without the consent of the union.

Q. (By Mr. Sargent): Now, in 1940 the testimony of the union representatives is that they were discussing the following subjects: Wages, apprentices, starting time, lower wages for straight matter men, vacations, and less than a full day's wages for

(Testimony of C. H. Hoiles.)

a part of a day's work; those all were matters discussed in 1940? A. That is right.

Q. And I ask you whether or not in 1940 you were able to agree with the union upon those matters?

A. No, we could reach no meeting of the minds.

Q. Now, in 1941, the testimony of Mr. Duke and Mr. Brown is that the chief discussions were on the questions of wages and apprentices, but that there was also mention made of some of the matters that you say were discussed in 1940. What is your recollection in regard to that?

A. I would say that the main emphasis was placed upon wages and apprentices.

Q. Do you recall whether or not there were discussions as to the other subjects in the 1941 negotiations?

A. I presume there was probably something said about it but the main discussion was on wages and apprentices.

Q. Prior to the 1941 negotiations, it has been testified by [438] Mr. Brown, I believe, that there was a suggestion that the company and the union arbitrate matters which had not been agreed upon between them. Such a suggestion was made, was it not? A. Yes, sir.

Q. And at that time what was your understanding that the union was desirous or was willing to arbitrate? A. They were willing to—

Mr. Ryan: I object. I want the statement of what was said in that regard.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: I will sustain the objection.

Mr. Sargent: Well, I am trying to hurry through. I have no desire to hasten, however, so that you can't cross examine him at length.

Q. (By Mr. Sargent): I ask you whether or not the union was willing to arbitrate all the matters in dispute or only the question of wages?

Mr. Ryan: I object on the ground it is a leading question.

Trial Examiner Moslow: I would like to know from the witness what the union said, then I will determine——

Q. (By Mr. Sargent): What did the union say with respect to arbitration, prior to the 1941 negotiations?

A. They were very willing to arbitrate wages, but not particularly willing to arbitrate anything else.

Trial Examiner Moslow: Is that what they said?

[439]

The Witness: They wanted to arbitrate the wage question.

Trial Examiner Moslow: That is what they said?

The Witness: Yes.

Q. (By Mr. Sargent): And did they offer or agree at any time to arbitrate anything else but wages? A. No, sir.

Q. Now, the testimony is, both in the form of an exhibit and from oral testimony of Mr. Duke and Mr. Brown, that the company made an offer of \$40

(Testimony of C. H. Hoiles.)

a week during the 1941 negotiations, to the printers, increasing weekly wages, and leaving the hourly wages the same. I ask you what you told the union negotiating committee at the time that proposal was made by you as to the purpose of it.

A. I told them that this would give the additional weekly and yearly income that they were desirous of. It would also give us a chance to put more news in the paper and maybe get part of the expense back in the form of additional subscribers.

Q. Did you at the time indicate whether or not that was the furthest extent to which the paper believed it could go?

A. I showed them the percentage, the composing room costs, as to 1929 and to 1939 or 1940. I showed them that was as high as we could go, because the costs in the later period were higher than they were in 1929.

Trial Examiner Moslow: In 1929? [440]

The Witness: Percentage costs.

Trial Examiner Moslow: The 1940 were higher than they were in 1929?

The Witness: The percentage costs of the composing room were higher than they were in 1929.

Q. (By Mr. Sargent): And you obtained the 1929 figures from the preceding owner?

A. I obtained them from the books.

Q. That is, you had the books——

A. It was the same corporation that we——

Q. Oh, yes. That was the same corporation. Is that right? A. Yes.

(Testimony of C. H. Hoiles.)

Q. You testified that in 1940 you didn't come to an agreement with the union. In 1941 did there at any time come an agreement between you and the union? A. No, sir.

Q. At the risk of being repetitious, during any period of the 1940 or 1941 negotiations, or at any time during 1941 or up to the date of the strike in 1941, was there ever a time when you and the union were in agreement upon the matters which were the subject of negotiations? A. No, sir.

Q. Did the union ever offer you during that period of time any other detailed contract?

A. There was no reason to, because there was nothing—we [441] couldn't agree upon the provisions, to sign.

Trial Examiner Moslow: You haven't answered the question.

Q. (By Mr. Sargent): My question is: Did they ever bring to you, and say: Here is a written contract which represents what we want?

A. No, sir, not in 1940 and 1941, no.

Q. As the officer in charge of labor relations for the company, did you attempt, during the 1940 and 1941 negotiations to reach an agreement with the union? A. Yes, sir.

Mr. Ryan: I object to that as calling for a conclusion.

Trial Examiner Moslow: I will sustain the objection.

Q. (By Mr. Sargent): I will ask another ques-

(Testimony of C. H. Hoiles.)

tion, and don't answer until Mr. Ryan has had a chance to object.

If you could have gotten together with the union upon terms deemed by you to be reasonable, would you have been glad to have reached an agreement with the union?

Mr. Ryan: I would object because it is a hypothetical question.

Trial Examiner Moslow: I will sustain the objection on the ground it is a self-serving declaration.

Mr. Sargent: You will remember we had a lot of testimony I thought equally objectionable from the union when opinions and self-serving declarations were made, and we want to have the evidence show both sides of the question. [442]

Trial Examiner Moslow: Go ahead.

Q. (By Mr. Sargent): Would you have preferred to have been able to reach an agreement with the union rather than to have had the strike?

Mr. Ryan: I object to the question.

Trial Examiner Moslow: Objection sustained.

Mr. Sargent: I take it there can be an assumption as to what answer might be made to these questions if they were permitted to be answered by the Examiner.

Q. (By Mr. Sargent): Did you intend at any time during the 1940 or 1941 negotiations to refuse to bargain collectively with the union?

Mr. Ryan: I object to the question.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: I will sustain the objection.

Mr. Sargent: This is a question of intenton.

Trial Examiner Moslow: His intention is of no value if he violated the Act; the fact he had intended to do so wouldn't help him.

Mr. Sargent: Mr. Examiner, the intention, here we have got counsel putting in editorials to show what the intention was or wasn't.

Trial Examiner Moslow: I will sustain the objection.

Mr. Sargent: May the record show——

Trial Examiner Moslow: You can make an offer of proof, if you want to. [443]

Mr. Sargent: May the record show that I have offered proof, which, if permitted to be received, would have indicated that the company would much have preferred to have reached an agreement with the union. That it did not desire it strike. That it did not ever in its intention or by any act of it, fail to bargain collectively.

Trial Examiner Moslow: I am not ruling that this type of evidence referred to is immaterial. I am ruling that you can't prove it by these types of questions.

Mr. Sargent: And that the answer would have shown, that Mr. Hoiles' denials would have shown it did not fail to bargain in good faith with the union.

Q. (By Mr. Sargent) Now, Mr. Hoiles, did you

(Testimony of C. H. Hoiles.)

ever refuse to meet with the union representatives?

A. No, sir.

Q. Now, there has been testimony here by both Mr. Liles and Mr. Saleh, with respect to a conversation which each of them testified that they had with you shortly after the strike, when the question arose as to whether the stereotypers would be called out by their union. Do you recall having a conversation with Mr. Liles, and one with Mr. Saleh with respect to the question of stereotypers?

A. Yes, sir.

Q. Were there one or two conversations?

A. With Mr. Liles and Mr. Saleh there was one conversation. [444]

Q. Were they together, or separately?

A. Mr. Liles and Mr. Saleh were together.

Q. What was said at that time by you and by them as to this situation?

A. There was a discussion as to—Mr. Liles was presenting the fact that the stereotypers felt they could not go through a picket line, and he was explaining that this was not, they were not striking, but they were just not going through a picket line. He was trying to explain his position, that they would like to come back as soon as the situation was straightened out.

Q. Was there a remark made by you at the time with respect to the Typographical Union coming back into the plant?

A. There was a question, in questioning Mr.

(Testimony of C. H. Hoiles.)

Liles as to what he thought would happen to the stereotypers union if certain things would happen.

Q. Tell us the conversation. Tell us what your remark was, if you can recall.

A. They were discussing about picket lines and if the printers would come back, and Mr. Liles—I asked Mr. Liles: What if they never come back? And he says, “Well, if they” meaning, of course, the Typographical Union, he says, “Well, if the picket line was off, it would make no difference.”

Q. I ask you whether in your conversation that you ever indicated in your remarks either to Mr. Liles or Mr. Saleh, [445] that you wouldn't permit the printers to come back?

Mr. Ryan: I object, unless he tells us just what was said.

Trial Examiner Moslow: I will overrule the objection.

The Witness: Certainly not.

Q. (By Mr. Sargent) Did you at the time you had this conversation with Mr. Liles and Mr. Saleh, have an opinion as to whether or not the Typographical Union employees would come back?

Trial Examiner Moslow: I don't know that this type of evidence is probative at all. His mental processes aren't revealed to anyone and are of no value.

Mr. Sargent: If he said “Yes,” I want to say “Upon what did you base that,” in order to indicate what had been said, in turn, by the union.

Trial Examiner Moslow: I don't see that these

(Testimony of C. H. Hoiles.)

processes, or the operation of his mind, are evidentiary. If they are, they are of so little weight that they are not worth the waste of time.

Mr. Sargent: There is what I believe to be a misleading statement left on the record now, and I am asking to find out from this witness what actually he meant by the statement when it was made, or if it was made.

Trial Examiner Moslow: He has just denied making the statement attributed to him by Messrs. Liles and Saleh. [446]

Mr. Sargent: Yes, but he had said he said: What if they never come back. He has denied, that is true, saying we would ever keep them from coming back, or words which would have that connotation. I am asking why the question arose in his mind as to whether they ever would come back.

Trial Examiner Moslow: I will let you answer that.

Q. (By Mr. Sargent) Was there a doubt in your mind as to whether the Typographical Union would come back?

A. Certainly they left; I didn't know.

Q. What caused you to have that doubt?

A. We seemed to be unable to get together, and if they were going to hold to that——

Q. Had the union leaders made any remarks to you at the time of the strike as to why they went out on strike?

A. Mr. Duke did.

Q. What did he say?

A. He said he was sorry to advise me that after

(Testimony of C. H. Hoiles.)

7:00 o'clock the next morning that the printers would not work at that wage scale.

Q. And I ask you whether the remark of Mr. Duke was being taken into consideration by you when you expressed the doubt to Mr. Liles and Mr. Saleh as to whether the Typographical Union printers would come back?

Mr. Ryan: I object to the question. He didn't communicate that to anyone. [447]

Trial Examiner Moslow: I will let him answer. Did you have that in your mind at the time?

The Witness: I had the whole negotiations in my mind.

Trial Examiner Moslow: Very well.

Q. (By Mr. Sargent) When the letter——

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Q. (By Mr. Sargent) When the letter of April 26th, Board's Exhibit 5 in evidence was sent by you to Seth R. Brown, making the offer of \$40 a week instead of \$37.50 and mentioning the words "complete control of number and work of our apprentices", what did you mean by the words "complete control of the number and work of our apprentices"?

Mr. Ryan: I object.

Trial Examiner Moslow: I will sustain the objection.

Q. (By Mr. Sargent) During the negotiations in 1941, what were the main subjects in dispute be-

(Testimony of C. H. Hoiles.)

tween the union and yourself pertaining to apprentices?

A. As to whether they could work on the machine or not.

Q. And was there anything else which was in dispute between you and the union on the question of apprentices?

A. As to what the ratio should be between the number of journeymen and the number of apprentices.

Q. And you were asking for a greater number than they [448] permitted under the oral contract. Is that right? A. Yes.

Trial Examiner Moslow: How many were you asking for?

The Witness: I was asking for four or five.

Q. (By Mr. Sargent) And you were permitted how many under the oral contract?

A. The oral contract was three.

Q. Three. Did you have considerable discussion with Mr. Brown and Mr. Duke and any of the other union people over the question as to how soon, or during what portion of their apprenticeship, apprentices could work on the linotype machine?

A. I don't quite get that question.

Mr. Sargent: Read the question.

(The question was read.)

The Witness: There was a discussion as to how soon, yes. Mr. Brown and Mr. Patison had a difference of opinion as to when they should go on the machine.

(Testimony of C. H. Hoiles.)

Q. (By Mr. Sargent) What did they say and what did you say?

A. Mr. Patison was under the impression they could go on the machines earlier than Mr. Brown thought.

Q. Did he say how early?

A. No, he didn't specify.

Q. He didn't specify what year?

A. No. [449]

Q. But he said it could be done earlier than the sixth year. Is that right?

A. Yes. Yes. Mr. Brown stated that the sixth year was when the apprentices should be on the machines. Mr. Patison, he thought it was before that.

Q. What did you say in that discussion?

A. In that particular discussion I just listened to them discuss it.

Q. Well, at other discussions in April, 1941 what did you say with respect to the company's position as to when the apprentices should be permitted to go to work on the machines? A. We felt—

Q. What did you say? You can't say what you felt.

A. We stated that inasmuch as the machines were the greatest amount of—the machine part was the greatest percentage of the operation of the composing room, that if anybody was going to work on a machine, after he got to his—if he was going to spend his life work on a machine, that he was wasting a lot of time on other stuff, and it would

(Testimony of C. H. Hoiles.)

give us a greater flexibility if he would go on the machine and learn it as fast as he could.

Q. And the union, did it agree, at any time, to the apprentices being put on the machine prior to the sixth year? A. No, sir.

Q. What? [450] A. No, sir.

Q. It has been testified in the evidence that you made a remark, I believe to Mr. Brown, upon one occasion after you had made your offer of wages, that you would be glad to discuss the situation further with the union representatives, but that you might have to talk about the war or the weather. Was that remark made by you? A. Yes, sir.

Q. All right. Tell what took place prior to the remark.

A. Well, we had discussed everything, pro and con.

Q. And what led up to the remark?

A. Oh, suggestions for another meeting. I was always willing to meet with them if we had to discuss the situation, but we discussed everything pro and con and we seemed to be no—making no satisfactory progress, and I advised them I was willing to meet and discuss with them again, but we might as well talk about the war and the weather, if we weren't going to make any more progress than we had been.

Q. In other words, had the negotiations for that period reached such a stage that both the union and the paper would have had to withdraw from their

(Testimony of C. H. Hoiles.)

positions or an agreement could not be reached? Is that right?

Mr. Ryan: I object.

Trial Examiner Moslow: Objection sustained.

Q. (By Mr. Sargent) What gave rise to your remark other [451] than as you have indicated? What caused you to believe that while you were willing to meet with the union, unless there was some change, further negotiations would be fruitless?

Mr. Ryan: I object.

Trial Examiner Moslow: I will sustain the objection.

Q. (By Mr. Sargent) At the time you made the remark had the negotiations reached an impasse?

Mr. Ryan: I object.

Trial Examiner Moslow: Sustained. That is one of the ultimate issues in this case. You can't dispose of it as easily as that, sir.

Mr. Sargent: I know, but I am very clear in a lot of remarks made on behalf of the union; that they were struggling hard to get together, and so forth, and I would like to get the opinion of the management, which I think it is entitled to make, as much as the union was entitled to, by its assertions in the record.

Trial Examiner Moslow: What evidentiary value is his opinion that matters have reached an impasse.

Q. (By Mr. Sargent) What was the status, Mr.

(Testimony of C. H. Hoiles.)

Hoiles, of the negotiations at the time you made that remark?

Mr. Ryan: I object to that as calling for a conclusion.

Trial Examiner Moslow: I will sustain the objection.

Mr. Sargent: Mr. Examiner, it does make a great deal [452] of difference whether that was an idle remark or whether the negotiations had reached such a stage that unless there was a surrendering of the position of either party, they couldn't get together.

Trial Examiner Moslow: I think you ought to show what the negotiations were. That is the only way it can be done.

Q. (By Mr. Sargent) At the time the remark was made, what had, if you can recall, last been said by either party with respect to the subjects that were under negotiation at the time?

A. Said?

Q. Yes. What had led up to the remark? What had taken place before?

A. Well, the union had re-presented their demands and we had re-presented our counter-proposals.

Q. And they had turned down your counter-proposal and you had turned down their proposals? Is that right? A. That is right.

Q. And each of you had argued strenuously for your position. Is that right? A. Strenuously.

Mr. Ryan: I object to that as immaterial.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: Let the answer stand.

Q. (By Mr. Sargent) At the close of the arguments was it apparent that you were any nearer agreement? [453]

Mr. Ryan: I object.

Trial Examiner Moslow: Sustained.

Mr. Sargent: I only have one more question before this motion to ask him, and that is somewhat tied up with the question of the details of the contract we are going to dig out over the lunch hour. So, I suggest we let that go until we have the other to ask him at the same time.

Trial Examiner Moslow: All right.

Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record. We will recess at this time until 2:30.

(Whereupon at 1:15 o'clock p. m. a recess was taken until 2:30 o'clock p. m. of the same day.) [454]

Afternoon Session

(The hearing was reconvened at 2:30 o'clock p. m.)

Trial Examiner Moslow: The hearing will come to order. Mr. Hoiles.

C. H. HOILES,

called as a witness by and on behalf of the respondent, having been previously duly sworn, was examined and testified as follows:

Mr. Sargent: Mr. Examiner, at your request I have endeavored over the lunch hour to find out as best I could what was the verbal agreement under which respondent was operating in the years 1937 until the day of the strike, and I have obtained from Mr. William Lawrence, the foreman, a printed but unsigned copy of a paper entitled: "Contract Scale of Wages", etc. "Santa Ana Typographical Union, No. 579", and I have been informed by Mr. Lawrence who was then and is now the foreman in respondent's composing room, that this is the contract which he had in his desk, the original document, and that with one or two exceptions known to me, he followed this in his operations in the composing room.

The exceptions that he tells me, are, one: that the question of holidays, Armistice Day, which is called for here, was taken out and Memorial Day was inserted; and that also there was originally a differential between the commercial print shops and newspaper contracts which he believes was [455] dissipated, referring to the differential, in 1939; and I also understand that at some time there was a change in the starting time from 6:30 a. m. as contained in this working document, to 6:00 o'clock, I believe. So, instead of the hours from 6:30 a. m. to 6:00 p. m., I believe they were 6:00 a. m. to 6:00 p. m.

(Testimony of C. H. Hoiles.)

Direct Examination

By Mr. Sargent:

Q. Mr. Hoiles, is that your recollection?

A. I think 7:00 a.m. to 6:00 p.m.

Q. 7:00 a.m. to 6:00 p.m.?

Trial Examiner Moslow: Apart from those relatively minor clauses, are you in agreement with the other clauses?

Mr. Ryan: I would like to see it first.

I have been advised that the contract is the same as the one that was in effect between the company and the union.

Trial Examiner Moslow: All right. Shall we introduce it as a Board's exhibit or as a respondent's exhibit? Or as a Trial Examiner's exhibit?

Mr. Sargent: Well, for the stipulation, between the union and ourselves, so far as can be observed, this was the contract under which the Register was operating during those years.

Mr. Ryan: So far as can be observed, yes.

Mr. Sargent: So far as we can observe, that is the case. I don't care to introduce it, Mr. Examiner. [456]

Trial Examiner Moslow: Let us receive it as Board's Exhibit 14. It will be so marked and received.

(Thereupon the document referred to was marked as Board's Exhibit No. 14, and was received in evidence.)

(Testimony of C. H. Hoiles.)

BOARD'S EXHIBIT No. 14

Contract

Scale of Wages, Etc.

Santa Ana Typographical

Union Number 579

Witnesseth

That on and after the first day of March, 1937, until the first day of March, 1939, inclusive, and thereafter as herein provided, the party of the First Part,

.....
and the party of the second part, (Santa Ana Typographical Union No. 579), hereby mutually agree that they will respect and observe all the terms and conditions of this agreement.

Provided, Further, That this agreement shall remain in effect for a reasonable time (not to exceed sixty days) after the date of its expirations as may be necessary for the negotiations of a new wage scale and agreement.

First, the party of the first part agrees to employ in its composing rooms and departments thereof none but members and apprentices of Santa Ana Typographical Union No. 579; provided that said Santa Ana Typographical Union No. 579, party of the second part, shall furnish sufficient competent help to enable the party of the first part to issue its publications or other printed matter in a prompt and regular manner.

(Testimony of C. H. Hoiles.)

Second, Santa Ana Typographical Union No. 579, party of the second part, agrees to exert its best efforts to furnish such employes.

Third, It is hereby mutually agreed that two departments, namely, "Floor" and "Machine," shall be recognized in the composing room of the party of the first part. Under the "Machine" Department shall be classified all members of Santa Ana Typographical Union seeking employment in the composing room of the party of the first part as operators, machinist-operators, or machinists of type-setting machines, type-making machines or material-making machines.

Under the "Floor" Department shall be classified all members of Santa Ana Typographical Union seeking employment in the composing room of the party of the first part as hand compositors; make-ups, bank men, battery men or Ludlow operators.

It is further agreed that separate priority lists shall be maintained in the departments named above, and recognized by both parties to this contract.

Scale of Wages

Section 1—

(a) The scale of wages for journeymen employed on a day shift shall not be less than ninety-two cents (92c) per hour beginning March 1st, 1937, for a period of five (5) months; then ninety-five cents (95c) an hour beginning August 1, 1937, for a period of six (6) months; then one dollar

(Testimony of C. H. Hoiles.)

(\$1.00) per hour beginning February 1, 1938, for a period of thirteen (13) months, ending March 1, 1939.

(b) Journeymen employed on a night shift shall receive not less than the scale for day work, plus the sum of Fifty (50) cents for each shift worked.

(c) Any employe filling a position temporarily for another employe shall receive the same scale of wages as set forth for the employe whose work he is performing.

(d) When an employe is required to work part of the regular day shift and part of the regular night shift, said employe shall receive night scale of wages. Any employe required to work on any shift starting later than 12 midnight, shall receive not less than 50c per shift over night scale.

(e) All overtime shall be paid for at the rate of price and one-half based on the hourly wage paid.

(f) Overtime work shall be understood to mean all work performed in excess of a regular shift.

(g) In offices operating 3 or not more than 10 machines where no regular machinist is employed, there shall be at least one machinist-operator, who shall be paid not less than Fifty Cents (50c) over the minimum journeyman wage per machine, per week. Machinist-operator shall be construed to mean an operator who shall be capable of keeping type-setting machines in running order and shall be responsible for the working of each machine. In offices

(Testimony of C. H. Hoiles.)

of more than 10 machines there shall be a machinist whose duty it shall be to care for such machines. He shall be paid not less than the minimum wage scale for journeymen.

(h) When a journeyman shall perform for the shift the duties as foreman, assistant foreman, machinist, machinist-operator or any other employe receiving the journeyman's scale, said employe shall receive the same scale of pay as the person whose duties he is called upon to perform.

Section 2—Working Hours:

(a) Beginning on March 1, 1937, and ending on March 1, 1939, both inclusive, a maximum of 5 days of 7½ hours, exclusive of lunch period of one-half hour, shall constitute a regular week's work in composing rooms or departments thereof. Provided that should the Party of the First Part desire to operate his composing room on the basis of 8 hours per shift he may do so by giving to the President of Santa Ana Typographical Union No. 579 notice in writing at least two weeks prior to the time he desires to make such change; provided further, that in the event the privilege of making such change is exercised, no further change in the hours constituting a regular shift be made by the Party of the First Part without consent of Santa Ana Typographical Union. Five hours shall constitute a day's or night's work on Fourth of July, Labor Day, Armistice Day, Thanksgiving, Christmas and New Year's. The short shift shall be worked on the legal holiday or the day observed as such; however the short shift

(Testimony of C. H. Hoiles.)

for the night side shall be worked the night before or night of holiday. It is optional with the Party of the First Part whether work shall be performed on the above-mentioned holidays.

(b) Regular working hours and lunch periods shall be fixed by the party of the first part (or the foreman), as follows:

(c) Regular hours for day work in all composing rooms shall be fixed between 6:30 a.m. and 6 p.m.

(d) Regular hours for night work in all composing rooms shall be fixed between 6 p.m. and 6:30 a.m.

(e) No employee shall receive less than a day's pay except when discharged for cause or when excused at his own request.

Commercial Offices:

(a) A regular week's work in commercial offices shall consist of 5 days of 7 hours and 4 hours on Saturday morning.

(b) In commercial offices no employe shall be paid for less than one-half day except when discharged for cause or when excused at his own request.

Section 3—Trade Apprentices:

(a) The Santa Ana Typographical Union shall have jurisdiction over all apprentices employed by the Party of the First Part, and such apprentices shall be properly schooled in the printing trade, as provided in the by-laws and regulations of the International Typographical Union.

(Testimony of C. H. Hoiles.)

(b) The number of apprentices employed by the party of the First Part shall not exceed the ratio of 1 to every four (4) journeymen members (or fraction thereof) regularly employed in the composing room; provided no office shall be entitled to more than three (3) apprentices.

(c) No apprentice shall be employed on over-time work unless the regular ratio of employes on the same shift is engaged in work.

(d) At no time shall an apprentice have charge of a department; nor shall an apprentice substitute for a journeyman employe.

(e) Apprentices in their second year shall be paid not less than 40 per cent of the minimum wage paid to journeymen; third year, 50 per cent; fourth year, 60 per cent; fifth and sixth years, or until in possession of a journeyman's card, 80 per cent of the journeyman wage.

(f) During their last year of apprenticeship, apprentices must be given opportunity to learn to operate any and all typesetting and typecasting devices in use in the offices where they are employed.

(g) Apprentices must work on the same schedule of hours as provided in paragraph (a), Sec. 2 of this agreement for journeymen, and nothing in this schedule shall be construed as preventing an apprentice from receiving more than is provided therein.

(h) Beginning with the third year, apprentices shall be enrolled in and complete the I.T.U. Course

(Testimony of C. H. Hoiles.)

of Lessons in Printing before being admitted as journeymen members of the Union.

Section 6—Other Provisions:

(a) All points not covered herein shall be governed by the constitution and by-laws of Santa Ana Typographical Union No. 579 and the general laws of the International Typographical Union dated January 1, 1937, all of which are hereby made a part of this agreement.

(b) Santa Ana Typographical Union at all times has the right to define as struck work composition executed wholly or in part by non-members, and composition or other work coming from or destined for printing concerns which have been declared by the union to be unfair, after which union members may refuse to handle the work classified as struck work. It is understood and agreed that this section does not apply to national advertising or syndicated matter.

(c) Matrices, plates, cuts or type of advertisements or other matter previously used which has been produced within the jurisdiction of Santa Ana Typographical Union No. 579, may be used, provided such matter shall be reproduced as nearly like the original as possible within 30 days from time of publication. It is understood that this rule does not apply to national advertising nor to matter received from outside the jurisdiction of Santa Ana Typographical Union, nor to printed supplements, magazines, syndicate or other feature matter, in matrices, cuts or plates in page size or smaller.

(Testimony of C. H. Hoiles.)

(d) It is agreed that if any concession is granted by the party of the Second Part to any employer, the party of the First Part, at his option, shall be granted the same concession.

The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always be the property of the office. "Kill" marks shall not deprive the office of "pickup."

This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase or sale of matter in matrices, cuts, or plates or type occasioned by extraordinary emergencies, such as fire, flood, explosion, or other unforeseen disaster, including the "pi" of a form or forms, when it will be permitted without penalty.

The addition of names and addresses of local selling agents to any advertisement not falling within those definitions does not make the advertisement a local advertisement.

The inability of the local union to furnish men to produce such matter or matrices during the regular hours and within the agreed time limit shall not eliminate such matter from reproduction, which shall be made as soon as the local union can furnish help to do the work.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year herein written.

By

.....

.....

(Testimony of C. H. Hoiles.)

By

.....

.....

By

.....

.....

Dated.....

By

President.

By

Secretary.

This Contract is entered into by and with the consent of the International Typographical Union, an organization to which the party of the first part concedes jurisdiction and control over the trade organizations in typographical departments of the party of the first part, covered by this contract and scale of prices and the International Typographical Union, through its authorized officers, hereby agrees to protect the party of the first part in case of violation of the agreement by the said party of the second part, under the jurisdiction of said International Typographical Union.

By

.....

President International Typographical Union.

.....

Witness as to President.

N. B.—This Contract Must Be Executed in Triplicate. (Union Label 3)

(Testimony of C. H. Hoiles.)

Q. (By Mr. Sargent): Now, Mr. Hoiles, are you a member of a partnership which operates a newspaper in Clovis, New Mexico? A. Yes.

Q. What is the name of that paper?

A. Clovis News-Journal.

Q. Is that paper under contract with a local of the International Typographical Union?

A. Yes.

Q. Do you happen to know when the contract between that paper and the local was executed?

A. It was executed in January of 1942.

Q. And I ask you whether that was a renewal of a previous contract?

A. It was a renewal of a contract that was executed in, I think, November, 1940.

Q. And running for how long, do you know?

A. For one year.

Q. Was that a signed agreement?

A. Yes, sir.

Q. I ask you whether, at my request, you sent down to New Mexico to get that contract? [457]

A. Yes, sir.

Q. Am I correct in understanding that the contract ran from November 30, 1930 to November 30, 1941 and has been renewed? Is that right?

A. November 30, 1940 to November 30, 1941?

Q. Yes. A. Yes.

Q. And has since been renewed?

A. Yes.

Q. Do you know the approximate date at which the renewal was made? A. January, '42.

(Testimony of C. H. Hoiles.)

Q. And I ask you whether or not the local of the Typographical Union is Local No. 985?

A. Yes.

Q. Did you receive back a copy of the old contract expiring on November 30, 1941, and such additions as were agreed to, January 10, 1942?

A. Yes, sir.

Q. I ask you whether or not you know some of the clauses pertaining to apprenticeship in that contract of January 10, 1942?

Mr. Ryan: He has the contract. Why not introduce that in evidence?

Trial Examiner Moslow: Do you hear that?

[458]

Mr. Sargent: I am sorry.

Trial Examiner Moslow: Read Mr. Ryan's statement.

(The record was read.)

Mr. Sargent: So far as I know this is the original contract and I have no objection to its being looked at and examined, but I hate to have the original put in evidence, as it is the only one we have.

Trial Examiner Moslow: You may substitute a typewritten or photostatic copy.

Mr. Ryan: I will object to the introduction of that contract as immaterial and irrelevant for this reason: That the company operating the Clovis Journal is a partnership, a partnership including individuals that are not in any way connected with the Register Publishing Company, Ltd., and the

(Testimony of C. H. Hoiles.)

people signing the contract referred to by respondent's counsel on behalf of the company in Clovis, New Mexico, are not the same persons that are the owners of the Register Publishing Company, Ltd. It appears so on the face of the contract.

Trial Examiner Moslow: May I see the contract?

Mr. Sargent: I may say, Mr. Examiner, that I am not trying to establish ownership, but simply what another typographical union has provided in respect to apprentices under the jurisdiction of Mr. Brown, as the International Representative of the I.T.U. [459]

Trial Examiner Moslow: What is your point, Mr. Sargent?

Mr. Sargent: You haven't got to it. Turn to another page and you will see.

My purpose, Mr. Examiner, is not to establish the terms of this other contract, but on the question of credibility of the Board's witnesses, in the first place; and, second, on the question of unreasonableness or reasonableness on the part of the local and of the respondent to indicate that variations in the apprenticeship clauses were, no later than January 10th of this year, agreed upon by another I.T.U. contract also under the jurisdiction of Mr. Brown, as testified to by him last week.

Trial Examiner Moslow: These modifications are in this sheet, January 10, 1942? (Indicating.)

Mr. Sargent: That is right.

(Testimony of C. H. Hoiles.)

Trial Examiner Moslow: These are the so-called verbal modifications?

Mr. Sargent: I assume so. There is a sworn statement by Mary Robbins, the auditor of the partnership, which states exactly what those modifications are.

Trial Examiner Moslow: Your point is, the Typographical Union has, therefore, signed a contract bearing alterations in the apprenticeship clauses?

Mr. Sargent: That is right.

Trial Examiner Moslow: What is the proof that the [460] International Union has approved these verbal modifications?

Mr. Sargent: You have testimony here by Mr. Brown that they wouldn't approve any modifications from the constitution and by-laws, and here is one that is directly contrary to what he said, because one of the modifications is that the management may teach the apprentices to operate the machines as soon as it is to their best advantage to do so.

Trial Examiner Moslow: What proof is that that the International office has approved these verbal modifications?

Mr. Sargent: That is something the union undertakes, not the management; it is the local's function to obtain the consent of the International, not the employer's.

Q. (By Trial Examiner Moslow): Mr. Hoiles, how much interest do you have in this Clovis News-Journal? A. Do I have?

(Testimony of C. H. Hoiles.)

Q. Yes. A. Forty-five per cent.

Q. Is that a personal interest, or an interest of the Register Publishing Company?

A. Personal.

Q. And your father has no interest?

A. Yes.

Q. He is interested? A. Yes. [461]

Q. How much of an interest does he have?

A. Forty-five per cent.

Q. Together you have 90 per cent?

A. Yes.

Trial Examiner Moslow: I will overrule the objection and receive the contract in evidence. Have it marked as Respondent's Exhibit 2 in evidence.

(Thereupon the document referred to was marked as Respondent's Exhibit No. 2, and was received in evidence.)

RESPONDENT'S EXHIBIT No. 2

Full Leased Wire Arthur H. Hagg & Assoc. Inc.
Associated Press Publishers Representative
 Clovis News-Journal
 "New Mexico's Greatest Newspaper"
 Clovis, New Mexico

May 7, 1942.

Richard Hindley
Publisher

Mr. R. C. Hoiles
Santa Ana Register
Santa Ana, Calif.

Dear Mr. Hoiles:

Attached is the printers contract now in effect between Union 985 and the Clovis News-Journal, according to the best of my knowledge. I have had this notarized and have attached the agreement made in January of this year to the old agreement.

As you probably know, Mrs. Hindley lost her sister and about a week later her father passed away. Mr. Hindley has been in Ohio for the past five days and will not return until Monday. If this is not all the material which you will require, he will forward it to you upon his return Monday.

Sincerely

/s/ MARY K. ROBBINS.

Mary K. Robbins

m

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

AGREEMENT

Between

Clovis News-Journal

Clovis, N. M.

and

Clovis

Typographical Union

No. 985

Effective November 30, 1940.

Expires November 30, 1941.

CONTRACT

This Agreement, Made and entered into this 30th day of November, 1940, by and between the Clovis News-Journal Company, through its authorized representatives, the party of the first part, and the subordinate union of the International Typographical Union of the city of Clovis, N. M., known as Typographical Union No. 985, by a committee duly authorized to act in its behalf, party of the second part.

Witnesseth, That from and after November 30, 1940 and for a term of one years, ending November 30, 1941 and for such reasonable time thereafter (not exceeding thirty days) as may be required for the negotiation of a new agreement, the establishment represented by the said party of the first part binds itself to the employment in its composing room, and the departments thereof, of mechanics

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

and workmen who are members of Typographical Union No. 985 and agrees to respect and observe the conditions imposed by the constitution, by-laws, and scale of prices of the aforesaid organization and the laws of the International Typographical Union, copies of which are hereunto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part: Provided, however, That changes which conflict with the terms of this contract or affect wages, hours or working conditions shall not become operative during the life of this instrument except by mutual consent of both parties signatory thereto.

It is further agreed that the scale of prices appended hereto shall continue in operation without change during the life of this contract, except such changes as may be mutually agreed upon between the parties hereto.

A standing committee of two representatives of the party of the first part, and a like committee of two representing the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

scale of prices hereto attached, the construction to be placed upon any clause of the agreement, or alleged violations thereof, which can not be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties. Provided, That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration.

In Witness Whereof, We have hereunto set our hands and seals this 30th day of November, 1940.

CLOVIS NEW-JOURNAL.

(Signed) EARLE C. BOSWELL,
President.

(Signed) J. W. SIMPSON,
[Seal] Sec. Treas.

(Signed) R. HINDLEY,
Publisher.

This contract is entered into by and with the consent of the International Typographical Union, an organization to which the party of the first part concedes jurisdiction and control over trade organi-

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

zations in all mechanical departments of the party of the first part, with the exception of the stereotyping room, pressroom and bindery, and the International Typographical Union, through its authorized representatives, hereby agrees to protect the party of the first part in case of violation of the agreement by the said party of the second part under the jurisdiction of said International Union.

In Witness Whereof, I have hereunto set my hand and seal thisday of March 24, 1941.

(Signed) C. M. BAKER,

President International Typographical Union.

Daily Newspaper Scale

Section 12. Eight hours shall constitute a day's work. Five days shall constitute a week's work.

Section 13. Eight hours shall constitute a night's work. Five nights shall constitute a week's work.

Section 14. Day work shall be between 7:00 A. M. and 6:00 P. M.

Section 15. Night work shall be between 6:00 P. M. and 7:00 A. M.

Section 16. When it is necessary to work split shifts, running from day into night hours, or vice versa, said shift shall consist of eight hours and no minutes and shall be paid for at night rates.

Section 17. Foremen shall receive not less than \$38.00 per week for day work and not less than \$40.00 per week for night work.

Section 18. Unless otherwise specified in this

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

scale all journeymen shall receive not less than \$34.00 per week for day work and not less than \$36.00 per week for night work.

Section 19. Machine operators shall receive not less than \$34.00 per week for day work and not less than \$36.00 per week for night work.

Section 20. Machinist-operators shall receive not less than \$36.00 per week for day work and not less than \$38.00 per week for night work based on operating and caring for one machine. For each additional machine cared for machinist-operators shall receive \$XX per week. All time in excess of regular hours to be paid for at price and one-half based on the hourly wage paid.

Section 21. A machinist shall be employed where XX or more machines are in operation. Machinists shall receive not less than \$XX per week for day work and not less than \$XX per week for night work.

Section 22. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

	First Six Months.	Second Six Months.
First year at option of management.		
Second year.....	35%	%
Second year..	35%	%
Third year.....	45%	%
Fourth year....	60%	%
Fifth year.....	75%	%
Sixth year.....	90%	%

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

Apprentices

Section 23. Apprentices may be employed in the ratio of one to every five journeyman members of the typographical union regularly employed until XX apprentices have been employed, then the ratio shall be one to every XX journeymen. No office will be permitted more than two apprentices. Provided that no office shall be entitled to an apprentice unless at least two journeymen, aside from the proprietor, shall be regularly employed in the composing room.

Section 24. The foreman of the office and the local apprentice committee shall examine applicants and determine if they are mentally and physically fitted to the trade. The examination must prove that applicants for apprenticeship possess the rudiments of a common school education.

Section 25. Apprentices shall be not less than sixteen years of age at the time of beginning their apprenticeship. They shall be registered by the secretary of the local typographical union and they shall serve an apprenticeship period of six years before being admitted to journeymen membership in the union.

Section 26. At the end of the first year, if apprentices prove competent, they must be admitted as apprentice members of the union, at which time they will be registered with the Secretary-Treasurer

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)
of the International Typographical Union, who will assign to each junior member a registry number.

Section 27. Starting with the second year, apprentices are entitled to and must be in possession of an apprentice working card, endorsed by the secretary of the local typographical union.

Section 28. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch, they must be advanced to other classes of work.

Section 29. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 30. Registered apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 31. Beginning with the second year, apprentices shall be enrolled in and complete the I.T.U. course of lessons in printing before being admitted as journeymen members of the union. They shall pay to the Secretary-Treasurer of Clovis Union No. 985 the sum of \$.50 per week until the full tuition of the course is paid.

Section 32. Arrangements should be made to have apprentices in the final year instructed on

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

any and all typesetting and typecasting devices in use in the office where they are employed.

Section 33. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

Section 34. No apprentice shall be employed on overtime work unless the number of journeymen employed on the same shift equals the ratio prescribed in Section 23. At no time shall any apprentice have charge of a department or class of work.

Section 35. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this contract—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen it must be set forth in the report.

Section 36. The local union reserves the right to refuse to register apprentices in any office which has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

Section 37. No apprentice shall leave one office

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)
and enter the services of another employer without the written consent of the president of the union.

Section 23A. Provided that when there are eight or more journeymen on the board it shall be permissible to hire another apprentice if present apprentice has completed his third year of apprenticeship.

Miscellaneous

Section 38. All time worked before or in excess of the regular hours established for the day's or night's work shall be paid for at the overtime rate, which shall be price and one-half on the hourly wage paid.

Section 39. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

Section 40. Holidays. All work performed by day or night shifts beginning on Sundays or holidays shall be paid for at (price and one-half) (double price). The recognized holidays are: Fourth of July, Labor Day, Thanksgiving and Christmas, or days celebrated as such. This section shall not be construed as applying to regular night shifts on daily newspapers beginning on or extending into the morning of Sunday or a holiday.

Section 41. In no case shall an employe in daily

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

newspaper offices receive less than one day's pay except when discharged for cause or where excused at his own request.

Section 42. Learners on machines shall be members of the union or apprentices in the final year of their apprenticeship. The following rates shall govern learners: Scale for learners shall be at mutual consent of office and local union.

First month	per week.....
Second month	per week.....
Third month	per week.....
Fourth Month	per week.....
Fifth month	per week.....
Sixth month	per week.....

Section 43. The term of learning shall cover a period of twenty-six weeks time it is permissible with the consent of the union to extend the period one month at the rate of \$XX per day for any reasonable length of time.

Section 44. Employes called back after having left the office shall be paid \$XX for such callback and overtime rates for all time worked.

Section 45. The interchanging, exchanging, borrowing, lending or buying of matter previously used, either in the form of type or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, is unlawful, and

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

shall not be allowed unless such type or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office. Provided, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit with which borrowed or purchased matter, or matrices, are to be reset shall be 30 days from date of use.

Section 46. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws.

Section 47. When it becomes necessary to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed either as regular employes or as extra em-

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

ployes, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cases shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 48. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union.

(a) From the decision of the local union appeal may be made by either party to the Executive Council of the International Union and a convention as provided by I.T.U. law.

~~(b) From the decision of the local union appeal may be made by either party to the local joint standing committee, the decision of which shall be final and binding.~~

Section 49. A superannuated member may be permitted to work at a rate of not less than 75%

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)
of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no journeymen employed.

Section 50. The union reserves to its members the right to refuse to execute all work received from or destined for struck offices, unfair employers or publications.

Section 51. No employe covered by this scale shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any employe is required to work the seventh shift in any financial week he shall be paid overtime rates for such work.

Section 52. Sanitary Regulations. The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room, or in the rooms adjacent thereto, from which dust, gases or other impurities are produced or generated, shall be equipped in such manner as to protect the health of employes.

Section 53. Employees who have held situations during the twelve months ending XX shall be en-

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

tiled to XX weeks' vacation with pay. Those who have held situations during the past XX years shall be entitled to XX weeks' vacation with pay. Substitutes who have worked as extras for the office shall be entitled to one day's vacation for each XX days worked.

Section 54. This agreement shall be effective from November 30, 1940, until November 30, 1941; provided, negotiations shall begin on a new agreement 30 days prior to the expiration date.

Note—In Section 40 specify whether work performed on holidays is to be paid for at price-and-half or double price.

In Section 48 eliminate either subsection (a) or (b) as may be agreed upon in negotiation.

In Sections 3 and 14 day work should be confined to the hours between 7 a.m. and 6 p.m.

In Section 23 see requirements of Sections 20 and 21, Article I, General Laws.

Label Agreement

These Articles of Agreement, Entered into this 30th day of November, A.D. 1940, by and between Clovis News-Journal, party of the first part, and Clovis Typographical Union No. 985, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the use and privileges of the union label, owned and controlled by the said party of the second part, as agents for the International

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

Typographical Union, hereby agrees to employ none but members of Clovis Typographical Union No. 985, party of the second part, not to use the said label or trademark upon anything but the strict production of union labor, and to neither loan nor duplicate said trade-mark, or use the same upon any printed matter without imprint or trading name, except by permission of the party of the second part.

The said party of the first part further agrees to pay the adopted scale of wages of the party of the second part, hereto attached, and to comply with all its laws and those of the International Typographical Union.

Any violation of this agreement shall make it null and void, and all cuts, electrotypes or stamps of the label or trademark of the party of the second part, in the possession of the party of the first part, shall immediately be delivered to the party of the second part, and the further use of the same after such annulment by said party of the first part shall be without warrant and illegal.

This contract shall immediately become null and void in event the charter of the said Clovis Typographical Union No. 985, party of the second part, is suspended or surrendered, and all union labels shall be immediately returned to the proper authorities.

In Witness Whereof, We have hereunto affixed

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)
our hands and seals this 30th day of November, A.D.
1940.

For CLOVIS NEWS-JOURNAL.

(Signed) R. HINDLEY,
Publisher.

For CLOVIS TYPOGRAPHICAL

[Seal] UNION No. 985.

(Signed) EARL C. BOSWELL,
President.

(Signed) J. W. SIMPSON,
Sec. Treas.

Three copies of this contract must be executed, one copy for the employer, one copy for the local union and third copy for files of International Typographical Union.

State of New Mexico,
The County of Curry—ss.

Mary Robbins, being duly sworn, says: That she has carefully compared the foregoing copy of contract with the original thereof, and the attached agreement between the Clovis News-Journal and the Clovis Typographical Union No. 985 dated January 10, 1942; and that said instruments are true and correct copies of the originals.

MARY ROBBINS.

Subscribed and sworn to before me this the 7th day of May, A.D. 1942.

FRED C. THARP,

[Seal] Notary Public.

My commission expires May 26, 1942.

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

January 10, 1942.

1. The contract now in existence to be modified verbally as follows and extended for an indefinite period from November 30, 1941. Either party may open contract for wage adjustments on thirty days written notice after March 30, 1942.
2. The management shall be permitted to employ one apprentice for the first two journeymen and shall be allowed an additional apprentice for the next five journeymen.
3. The management shall be permitted to teach apprentices to operate typesetting machines any time the management considers it to the advantage of the apprentice.
4. Reproduction of type and mats to be handled as has been verbally agreed to in the past which has worked to the satisfaction of both parties.
5. It shall be permissible for the management to work the man lowest in priority between the Clovis News-Journal and the Clovis Printing Plant in any manner the foreman of either shop may see fit, provided he be hired for eight continuous hours exclusive of regular lunch period.
6. The management may work second year apprentices 48 hours per week until December 5, 1942; provided, he shall have regular working hours consisting of eight continuous hours exclusive of regular lunch period six days a week. Also,

(Testimony of C. H. Hoiles.)

Respondent's Exhibit No. 2—(Continued)

he must not be worked unless at least two journeymen printers are working with him.

7. The management will not be called upon to force new employees to join the union. However, no new employee shall be hired without the mutual consent of both parties.
8. The scale of wages shall be increased five cents per hour and shall be retroactive to November 30, 1941, as was agreed to by the management in the first meeting with the members of the union.

Q. (By Trial Examiner Moslow): How long have you and your father had this interest in this newspaper? A. In New Mexico?

Q. Yes. A. Since November 1, 1935.

Q. What is the circulation of the paper?

A. 7,000.

Q. (By Mr. Sargent): 7,000. Is it not true, Mr. Hoiles, that other than the point permitting the apprentices to operate the machines at any time deemed to their advantage, that there are two other variations of the usual apprenticeship clause contained in this contract? A. Yes, sir.

Mr. Sargent: Your witness.

Q. (By Trial Examiner Moslow): What other variations are you referring to, Mr. Hoiles? [462]

(Testimony of C. H. Hoiles.)

A. One is to the number of hours a second-year apprentice can work, and the other is—what?

Mr. Sargent: The other relates to the greater number of apprentices, does it not?

The Witness: Yes. The management shall be permitted to employ one apprentice for the first two journeymen, and an additional apprentice for the next five journeymen.

Trial Examiner Moslow: You say that is larger than the usual number allowed?

The Witness: Yes.

Trial Examiner Moslow: Cross examine.

Mr. Ryan: I want a standing objection to the introduction of this contract on the ground there is no proof in this record that the Typographical Union, party to this contract, Respondent's Exhibit 2, ever agreed to the verbal modifications.

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record. proceed.

Cross Examination

Q. (By Mr. Ryan): Mr. Hoiles, a Board decision was issued against the company operating the Clovis Journal, isn't that right?

A. News-Journal.

Q. News-Journal. [463]

A. What was that, now?

Q. Was a decision handed down by the National Labor Relations Board which involved the

(Testimony of C. H. Hoiles.)

Clovis, New Mexico, News-Journal, this paper—

Mr. Sargent: I object to the question as being entirely incompetent, irrelevant and immaterial; I don't know whether there was such a decision. If there were, it has no bearing upon this case.

Trial Examiner Moslow: Overruled.

The Witness: Yes, sir.

Trial Examiner Moslow: What is the citation, Mr. Ryan?

Mr. Ryan: It is volume 13, page 1122, National Labor Relations Board Decisions and Orders.

Trial Examiner Moslow: What is the name of the case?

Mr. Ryan: In the matter of R. C. Hoiles, C. H. Hoiles, Harry Hoiles, and Mary Jane Hoiles, doing business under the trade name and style of Clovis News-Journal.

Trial Examiner Moslow: In what way do you contend that decision is relevant to these issues?

Mr. Ryan: Because of evidence introduced in that case to the effect that the respondents persisted in their antipathy toward the union by refusing to embody the terms of the contract in a written, signed agreement.

Mr. Sargent: Mr. Examiner, there is no connecting link at all between that and this, except one of ownership. [464]

Trial Examiner Moslow: No one has yet offered that decision in evidence or asked me to take judicial notice of it. All that has been stated so far was

(Testimony of C. H. Hoiles.)

their decision. Did you hear my last remark, Mr. Ryan?

Mr. Ryan: Yes. For the time being I don't propose to offer it.

Trial Examiner Moslow: I might say, though, the Board probably has the power to note its own decisions without any request therefor. I will look at it during the recess and give you my views on the subject.

Q. (By Mr. Ryan): When the negotiations began in 1940, in March, who was representing the company on those negotiations? A. 1940?

Q. Yes.

A. Mr. Hanna, E. J. Hanna, and myself.

Q. What was Mr. Hanna's position at that time?

A. He was—he carried the title of business manager.

Q. Is that the title you hold now?

A. I hold the combination title of general manager-business manager.

Q. At that time what title did you hold?

A. I was general manager.

Q. Had you been dealing on behalf of the company with the Typographical Union over the previous years since you have become owner of the Register Publishing Company, Ltd.? [465]

A. Yes, sir.

Q. At that time you were, therefore, because of your long experience in dealing with the union, familiar with the by-laws generally; isn't that true?

(Testimony of C. H. Hoiles.)

A. I wouldn't say I had a particularly long experience.

Trial Examiner Moslow: I can't hear you.

The Witness: I wouldn't say I had a particularly long experience dealing with the unions.

Q. (By Mr. Ryan): You already said, I believe, you had been dealing with them since you became an owner of the Register Publishing Company, Ltd.?

A. We dealt once in 1937, which took over several years' time that we dealt with them.

Q. Yes; but you had this contract with them all the time from 1937 until this period in March, 1940?

A. That is right.

Q. Do you have a copy of the by-laws and constitution?

A. No, sir.

Q. You have had, have you not?

A. I don't remember.

Q. Your father has, doesn't he? Mr. R. C. Hoiles?

A. I wouldn't know that.

Q. In your handling of the labor relations for the Register Publishing Company, Ltd., isn't it a fact that you would go back and consult with your father on the progress that was [466] being made?

A. No, sir.

Q. Didn't you ever tell him how you were getting along in the matters under discussion?

A. Oh, I would tell him once in a while what was going on, just like I tell him once in a while what the trial balance is.

Q. Now, when the board of directors sat down

(Testimony of C. H. Hoiles.)

to consider the proposals which they would submit to the union and which they did submit on or about April 29, 1941, did you and your father and these other parties that you have indicated as directors all sit down and decide?

A. Not all of them. There is one or two of them away; Mabel M. and Mabelle S. Hoiles was there.

Q. Some of the members of your family are occupied with papers elsewhere. Is that right?

A. At the present time they are in the Army.

Q. But at that time they were operating papers in Ohio, I believe. Is that right? A. Yes, sir.

Q. So that the only two members of the board of directors here at that time were you and your father? A. No.

Q. Who besides your father and you?

A. Mabel M. and Maybelle S. [467]

Q. Your wife, in other words?

A. His wife and my wife.

Trial Examiner Moslow: Your wife and your mother?

The Witness: That is right.

Q. (By Mr. Ryan): There has been some testimony to the effect that the daughter of R. C. Hoiles whom, I suppose is your sister, worked on a linotype machine one summer vacation. When was that?

A. I think that was in '39, I think it was.

Q. At that time there was a contract in effect between your company and the International Typographical Union. Isn't that right?

(Testimony of C. H. Hoiles.)

A. Yes, sir.

Mr. Sargent: What was that last question?

(The question was read.)

Q. (By Mr. Ryan): At that time your sister was not a member of the International Typographical Union, was she? A. No, sir.

Q. At that time the contract which you had agreed to and which had been in effect for some period of time, with the International Typographical Union, provided for what is in effect a closed shop, isn't that right? That no one should work in the composing room other than members of the Typographical Union? A. Yes, sir. [468]

Mr. Sargent: He has already answered. I object to the question on the ground the contract specifically provides that the apprentices should be under the control of the management for the first year, and that wouldn't apply to an apprentice; therefore, I object to the question.

Trial Examiner Moslow: Objection overruled. What year was this when your sister worked?

The Witness: 1939.

Q. (By Mr. Ryan): In your discussions with the union on the question of your proposal for control over apprentices, isn't it a fact that you at all times insisted that you be given complete control over apprentices as to the number and the work to be done? A. Yes.

Q. Isn't it a fact, further, in the discussions of that matter, Mr. Brown and Mr. Duke pointed out to you that the by-laws of the union specifically

(Testimony of C. H. Hoiles.)

prohibited an outright grant of complete control to you over the apprentices?

A. They said they couldn't give in on that.

Q. Didn't they point out the reason they couldn't give in was because of restrictions imposed on them by their by-laws?

A. They said something about laws, and I asked them what laws, and I asked if they were the laws of the United States.

Q. What did they say?

A. They said union laws. [469]

Q. They said they were union laws. Mr. Hoiles, on the evening preceding the strike, that would be the evening of April 30, 1941, Mr. Duke came to you and advised you that the union was contemplating the strike the next morning. Is that right?

A. Yes, sir.

Q. And isn't it true that you said to him on that occasion that "My father and I", you said something about your father and you "didn't want this thing"?

A. I said we were sorry.

Q. And that Mr. Duke thereupon denied your statement that you didn't want it and inferred that it was clear you did, because, he said, "It's clear that you do, because your actions all through the negotiations have indicated you desired it." Isn't that what he said in substance or words to that effect?

Mr. Sargent: No objection—did I understand your question to be: Did Mr. Duke say that to him then?

(Testimony of C. H. Hoiles.)

Mr. Ryan: Yes.

Mr. Sargent: No objection.

The Witness: He might have said that to me, yes.

Mr. Ryan: I have no further questions.

Trial Examiner Moslow: Anything further?

Redirect Examination

Q. (By Mr. Sargent): You have been asked, Mr. Hoiles, about [470] a Labor Board decision against the Clovis paper, owned by partnership of which you are a member. What year did that come?

Trial Examiner Moslow: The date of the decision? I will state for the record it is July 25, 1939.

Q. (By Mr. Sargent): 1939. I ask you whether or not the decision required you to do certain things?

Trial Examiner Moslow: Mr. Sargent, I will take judicial notice of this decision, the order, and so on. It is not necessary to prove anything, that I can see.

Mr. Sargent: I wanted to get one thing in the record I didn't know about a moment ago.

Q. (By Mr. Sargent): Did the Clovis paper ever comply with the terms of the decision?

A. With the terms of what?

Q. Did the Clovis paper ever comply with the parts of the Board's orders, in the Clovis case?

A. No.

Q. Were you ever taken to court to enforce the order?

A. Yes.

Q. Was the case prosecuted?

(Testimony of C. H. Hoiles.)

A. The case did not come to trial.

Q. The case did not come to trial?

Trial Examiner Moslow: What is the status now?

Q. (By Mr. Sargent): Was it ever dismissed or not? [471] A. It was taken off the docket.

Trial Examiner Moslow: Why was it? Was there a settlement or what was the matter?

The Witness: We didn't have anything to do with it. The Board took it off the docket.

Trial Examiner Moslow: You say the Board is not pressing for enforcement of its order?

The Witness: Evidently.

Trial Examiner Moslow: And you have never filed a petition yourself to review it?

The Witness: No.

Q. (By Trial Examiner Moslow): How long since it has been on the calendar, in the Circuit Court?

A. It has been on the calendar about 13 or 14 months after—I think 13 or 14 months after the Labor Board decision.

Q. Were briefs served upon you?

A. I didn't get any.

Trial Examiner Moslow: What inference do you want me to draw from these facts, Mr. Sargent?

Mr. Sargent: That the Board didn't take its own order very seriously, or it would have gone to the court on it.

Trial Examiner Moslow: I see.

(Testimony of C. H. Hoiles.)

Q. (By Mr. Sargent): Were you in charge of the labor relations of the Clovis paper?

A. I am the general manager of the Clovis paper. [472]

Q. You are the general manager?

A. Yes, and all matters like that are taken up with me before anything is done.

Q. Under Board's Exhibit 14 in evidence——

Trial Examiner Moslow: I would be very glad to hear your arguments in the case as to the legal effect of that order, Mr. Ryan.

Mr. Ryan: That Clovis order?

Mr. Sargent: I have never seen it, so I want to get a chance to take a look at it.

Mr. Ryan: I haven't offered the case or asked the Board to take judicial notice of it.

Trial Examiner Moslow: I understand. Proceed.

Q. (By Mr. Sargent): Under Board's Exhibit 14 in evidence, being the blank contract which was apparently in effect from 1937 to 1941 in the respondent's composing room, do you know under whose jurisdiction the apprentices are down there, for the first year?

A. From the testimony here, it is under the jurisdiction of the office.

Q. Do you know how long your sister, Jane Hoiles, worked in the composing room of the respondent during the summer of 1939?

A. During part of the summer vacation.

Q. Not to exceed several months?

A. No. [473]

(Testimony of C. H. Hoiles.)

Q. That is, she did not work more than several months? A. That is right.

Q. And how old was your sister at the time?

A. Either 17 or 18.

Q. 17 or 18. And what is the age of the apprentices, usually, when they first come to the paper?

A. Well, they usually are at least that, or a little bit older.

Q. Did you testify this morning that the union had raised no objection to her having worked there during that summer on the linotype machine?

A. That is right.

Q. You testified they made no objection?

A. That is right.

Mr. Sargent: I assume the court will take judicial notice from the contract that it is not necessary for an apprentice to be, and an apprentice cannot join the I.T.U. during the first year of apprenticeship.

That is all.

Q. (By Trial Examiner Moslow): Mr. Hoiles, did you keep your father advised about the course of negotiations with the union in 1940 and 1941?

A. I testified I told him once in a while what went on, but I never told him everything that went on.

Q. The final meeting of the board of directors which was [474] just before the strike, was that attended by your father? A. Yes, sir.

Q. You say that you never had a copy of the

(Testimony of C. H. Hoiles.)

by-laws of the I.T.U. in your possession? Is that what you testified? A. That is right.

Q. Weren't the by-laws part of the contract you signed in 1937 with the I.T.U.?

Mr. Sargent: It wasn't a signed contract.

The Witness: I didn't sign a contract.

Q. (By Trial Examiner Moslow): Weren't the by-laws a part of the oral contract you agreed to in 1937?

A. Well, I never—according to that contract there which I looked over today, it states in there that any additional thing that pertains to the International laws and the local union——

Q. Doesn't the contract provide, first, Section 4-C, "Relation of foremen and employees shall be governed by the laws of the Santa Ana Typographical and the International Typographical Union"?

A. That is what it states there.

Q. Doesn't it also state, Section 3-A, "The apprentices shall be properly schooled as provided in the by-laws and regulations"?

A. (No response.)

Q. You say you never had a copy of the by-laws, never [475] examined those by-laws while dealing with Local No. 579?

A. That is right. You mean by by-laws——

Q. The book of laws of the International Typographical Union. You never examined them?

A. No.

Q. Did you have anything to do with the negotiation of this contract with the Clovis paper?

(Testimony of C. H. Hoiles.)

A. I was advised of the matter and also wrote back my ideas on the thing.

Q. Do you know that the laws of the I.T.U. were a part of the agreement in this Clovis News-Journal? They are made part of the agreement itself? That's in the first clause headed "Witness-eth." You say you knew that or didn't know it?

A. I see it's in there.

Q. Did you know it though?

A. I didn't pay much attention to that part of it there.

Q. Why were Mr. Lawrence's responsibilities increased, four or five days after the strike began?

A. He was made mechanical superintendent.

Q. Who had had that position before?

A. There had been no position like that before.

Q. Between 1935 when you bought control of this newspaper and 1937 when the contract was signed, had you had any contractual relationship with Local 579?

A. I don't remember whether there was any negotiations. [476]

Q. During those two year periods was there any contract governing the relationship?

A. We were working under the past verbal agreement.

Q. You observed the terms of the agreement?

A. Yes.

Q. Had they ever been formally agreed to, or were they just a matter of office or shop practice?

(Testimony of C. H. Hoiles.)

A. We just walked in and took charge and things went on as they had been before.

Q. Mr. Lawrence had been the foreman prior to 1935?

A. He was the foreman when we got there.

Q. But in 1937 there actually were negotiations and then you formally agreed to live up to the terms of the oral contract as modified?

A. Yes, sir.

Trial Examiner Moslow: I have nothing further.

Redirect Examination

Q. (By Mr. Sargent): Mr. Hoiles, did the union ever give you a copy of the International constitution and by-laws?

A. Not to my knowledge.

Q. When did you first see this blank, now Board's Exhibit 14 in evidence, put before you now by the Examiner?

A. This right here (indicating)?

Q. Yes. A. This noon. [477]

Q. This noon. Who brought it in?

A. In here?

Q. Was it brought into your office?

A. Yes.

Q. By whom? A. Mr. Lawrence.

Q. What did he say at the time?

A. That is what he had in his desk.

Q. That is the first time you ever saw it?

A. To my knowledge, the first time I ever saw this contract, yes.

(Testimony of C. H. Hoiles.)

Q. When did you first see the Clovis contract which is now in evidence?

A. When did I first see the Clovis contract? I saw part—this right here? Or this part right here? (Indicating)

Q. When did you ever see Respondent's Exhibit 2? A. So far as some of these—

Q. When did you ever see this?

A. The whole thing?

Q. Yes. A. Saturday.

Q. Saturday. And had you ever seen the contract in toto previous to that time? A. No.

Q. You have already testified, have you not, that you were [478] written for advice by the Clovis manager. What is his name?

A. Mr. Hindley.

Q. And that you had written back your ideas. Is that right? A. Yes, sir.

Q. Had any written contract or any copy of the contract previous to this time been forwarded to you?

A. No, just certain of the provisions like are contained on the back of this here (indicating).

Q. Do you know that there were variations in the apprentice clause, that is, that there were variations in the clauses for apprentices as were argued for by the union in the 1941 negotiations?

A. He advised that there were variations, yes.

Q. Do you remember when you first knew about them?

(Testimony of C. H. Hoiles.)

A. Prior to, some time prior to the signed memorandum that they have here on this contract.

Trial Examiner Moslow: I don't understand that question. Read the question.

(The record was read.)

Trial Examiner Moslow: Which signed memorandum are you referring to?

The Witness: I am referring to the oral agreement here.

Q. (By Trial Examiner Moslow): That is not signed.

A. The agreement was dated January 10th and it is retroactive to November, 1941. [479]

Q. You say some time prior to January 10th?

A. Whenever they had a meeting of the minds.

Q. When was it? Can you fix the date when you first were told of the variations?

A. That is pretty hard to do.

Q. Very well.

Anything else?

Mr. Sargent: That is all.

Q. (By Trial Examiner Moslow) I have one other question: There has been some testimony that you submitted a list of seven proposals back in March, 1940. Do you recall that testimony?

A. Yes, sir.

Q. Did you submit such proposals?

A. Yes, sir.

Q. One of the proposals, if I remember rightly, said something about no discrimination between

(Testimony of C. H. Hoiles.)

union and non-union men. Is that one of your proposals? A. Yes, sir.

Q. What did you mean by that?

A. Just meant that if we found that a man that might be an excellent workman, that it would be possible to put him on.

Q. Without his being a member of the union?

A. Yes.

Q. I notice a statement in one of the editorials, now in [480] evidence, by your father, in which you say it was very difficult to get experienced printers who were not members of the union. Do you know anything at all about that? A. No, sir.

Q. You don't know whether or not it is difficult?

A. Oh, I thought you were referring to the statement. You are asking me if it is difficult. It is difficult to get good printers either union or non-union.

Q. Are there non-union printers equally as qualified as the union printers?

A. You are asking me a question about my shop now?

Q. Generally in the industry, I mean.

A. I would say in my shop now they are just as efficient as they were then.

Q. What did you have in mind when you proposed this no discrimination point?

A. When it came to a point that we had a good man, and there was a good man available, and we needed him, and he wasn't a member of the union, we would have the right to hire him.

(Testimony of C. H. Hoiles.)

Q. Did you have any particular person in mind at that time? A. Oh, no.

Trial Examiner Moslow: Anything else?

Mr. Sargent: No.

Trial Examiner Moslow: You are excused.

(Witness excused.) [481]

Trial Examiner Moslow: Off the record.

(There was a discussion off the record.)

Trial Examiner Moslow: On the record.

Mr. Ryan: The Board rests, and officially I want it to be understood that Mr. Hoiles, on this last testimony, was not my witness. I had rested my case, so far as the last testimony is concerned, before he gave it.

Trial Examiner Moslow: I don't pay any attention to whose witness it is. I determine whether he is adverse by his position and his manner of testifying, rather than by who called him.

Mr. Ryan: The Board rests at this time.

Trial Examiner Moslow: Have you a motion to make now, Mr. Sargent?

Mr. Sargent: Yes. I smile, because of the Examiner's statement that the motion is going to be denied before I make it. Therefore, it may take a little of the enthusiasm out of arguing.

Trial Examiner Moslow: Do you want it on the record?

Mr. Sargent: Yes.

Trial Examiner Moslow: I think you ought to explain how the discussion arose, then.

Mr. Sargent: I understand from what you said, Mr. Examiner, this morning, that it was a formal practice on the part of the Examiners to deny a motion to dismiss a complaint [482] for the reason that you deemed it advisable to wait and study all the evidence and the authorities, before reaching such a decision.

Trial Examiner Moslow: Unless it were a clear-cut case.

Mr. Sargent: Unless it were a clear-cut case, as seemed, in your opinion, to open up no other opportunity but to grant the motion. My motion, therefore, will be very brief at this time.

I do now move that the complaint of the Board be dismissed for the reason that, in the first place, it would appear from the evidence that the Board has no jurisdiction over the respondent;

And, second, because the Board, on the merits of the case has established neither that there were unfair labor practices on the part of the respondent; that there was no act or omission on the part of the respondent which would amount to an unfair labor practice in any of the categories mentioned in the complaint by the Board.

As I recall, Mr. Examiner, the charges by the Board are that the respondent was guilty of an unfair labor practice, first, in refusing to bargain as alleged, in good faith with the union; second, that there was a failure to reinstate the workers who went out on strike; and third, there were certain utterances, verbal and written, made by the respond-

ent which [483] are deemed by the Board to be unfair labor practice.

It is our position that the evidence now shows that none of them have been proven, and that the complaint should be dismissed.

Trial Examiner Moslow: I will deny the motion with respect to jurisdiction, and deny the other motions on the merits, as well.

I may point out, however, that the motion, which is in effect directed to paragraph 8, must be denied by me at this time because I prefer to have the transcript before me at the time I rule upon it, although, offhand, it seems there are certain portions of that paragraph which have not been proved by the Board.

Mr. Sargent: Now, do I understand that, from your remarks at the beginning of the case, at the conclusion of the evidence you would welcome argument on the part of counsel in seeking to clarify the evidence, as the Board's attorney and I have noted things which have come before you, and also to take up such authorities as may be pertinent to the case?

Trial Examiner Moslow: Yes. I would like such an argument.

Mr. Sargent: All right.

Respondent now rests, and after Mr. Ryan has given his argument I will prepare to argue from the point of view of [484] the respondent.

Trial Examiner Moslow: I would like to have the argument off the record, unless anyone particularly wants it transcribed.

Mr. Sargent: Off the record.

Trial Examiner Moslow: Off the record.

(There was discussion off the record.)

Trial Examiner Moslow: On the record.

Mr. Ryan: Mr. Examiner, before you say any more, we have just established the dates of the two editorials of this morning, and in view of that fact, I now offer them as Board's Exhibit 11, being an editorial published on May 17, 1941; Board's Exhibit 12, being an editorial published on May 22, 1941. I offer them in evidence.

Trial Examiner Moslow: I presume you have the same objection to these?

Mr. Sargent: Same objection.

Trial Examiner Moslow: I will receive in evidence Board's Exhibits 11 and 12 for the same limited purpose as first announced by Mr. Ryan.

(Thereupon the documents heretofore marked as Board's Exhibits 11 and 12, for identification, were received in evidence.)

BOARD'S EXHIBIT No. 11

Common Ground, by R. C. Hoiles

This column contends there can be no satisfactory progress until we measure the shares of each man by the common yardstick of the God-given equal right to create and enjoy anything anyone else has a right to create and enjoy.

LABOR UNIONISTS AND SELF-RESPECT

The most serious thing about a labor union is that in most cases it cause the members of the union to lose their self-respect—their manhood.

It does this because it teaches the members to demand rights without obligations or duties on the part of the members. No labor organization will make any commitments whatsoever for its members. They will not definitely promise to do anything with a penalty attached for non-performance. Yet they demand of others that they commit themselves to a fixed agreement.

This one-sided demand puts the laboring man in an inferior position. He asks for something that no self-respecting, capable man would ask of another. It puts him in the position of a pirate demanding, under threat of interfering by sudden and simultaneous stoppage of the service being rendered, that he may have the right to do as he pleases without any responsibility whatsoever as to whether or not he works.

This is not the principle on which America was built.

All men have certain rights and certain responsibilities. No man should be relieved of responsibilities by simply joining a laboring group, and expect to have rights. And when labor unions teach their members that they need not commit themselves to anything, they are teaching them to annul their self-respect; their manhood; their ability to look another man squarely in the eye and say, "I am as good as you and you are as good as I am. We both have the same rights and the same responsibilities."

Makes Classes Out of Men

This method of establishing classes between peo-

ple by demanding rights without responsibility is entirely contrary to democracy and to Christianity. It is a form of tyranny. In fact, the demand and actions of modern labor unionists are very similar to pirates. They demand everything and will only agree not to try to injure the service rendered to the customers if the employer will agree to give them preference.

They talk about arbitrating. But there can be no arbitration when there is no responsibility on one side. It is like arbitrating with a man that you owe him a thousand dollars, when you know you owe him nothing.

Of course, the material loss due to labor unions causes untold misery, suffering and poverty, but the most serious part and the primary cause of all this loss, is the degradation of the character of the men under labor union control. They have had their souls conscripted, their personalities drafted, by the racketeers at the head of the unions. And when they have given up their right to use their best judgment, they lost their conscience.

Of course, few people realize that these things are true. Men who go into the unions do not realize what they are getting into. But when the unions have a right to fine a man or suspend him, when the member does not do as ordered, then the member becomes a serf, a tool, a Charlie McCarthy, a Puppet, a marionette of the labor racketeers in the background. These labor leaders or drivers are reaping big fees and dues and having positions of

power that they could not attain at all in any legitimate, competitive free market business.

Unless the people of America come to realize the paralyzing effects on the character and the souls of members in labor unions, our unemployment will grow larger and our standard of living will get lower.

This is all contrary to natural law. Under a free society, where men do not want rights without responsibility, as they do in labor unions, the wages of man have always constantly increased from year to year, due to the accumulation of knowledge and better tools.

There is no question that needs public discussion and honest answering of questions more than the actions of labor unions. The columns of this paper are open for any one who will answer questions to refute the above most serious charges.

Trial Examiner Moslow: It is customary at this time for both parties to move to amend their pleadings to conform to the evidence.

Mr. Ryan: Mr. *Ryan*, I move to conform the complaint to [485] the proof, in so far as the dates and names and places, with no purpose of changing any of the substantive allegations in the complaint.

Trial Examiner Moslow: Will you make a similar motion for your answer?

Mr. Sargent: Yes. I am smiling because I was going to make a facetious remark.

I will make a similar motion, if any be necessary, on the part of the respondent.

Trial Examiner Moslow: Both motions are granted.

You may have until May 22nd, which is a Friday, for the submission of briefs. If, however, by the 19th or 20th you feel you need more time, you may wire me, and if it is convenient for me to allow you more time, I will do so.

There is one thing more before I close the hearing.

Can you state how many employees are employed by the respondent?

Mr. Sargent: All told now?

Trial Examiner Moslow: Yes, approximately.

Mr. Sargent: That is mechanical and non-mechanical?

Trial Examiner Moslow: Everything.

Mr. Sargent: Clerical? My client asks me do you intend to include carrier boys.

Trial Examiner Moslow: Are they on the payroll? No. Apart from carrier boys. [486]

Mr. Sargent: Would this include a part time correspondent too? We are talking about full time employees in the plant?

Trial Examiner Moslow: That is right.

Mr. Sargent: Mr. C. H. Hoiles informs me to the best of his belief, 80 to 85 employees, including all mechanical and non-mechanical employees in the

plant, would cover the present employees of the plant in all departments.

Trial Examiner Moslow: Do you dispute that, Mr. Ryan?

Mr. Ryan: I guess we can agree that is the picture. [487]

In the United States Circuit Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

REGISTER PUBLISHING CO., LTD.,
Respondent.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Chief of the Order Section, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board—Series 2, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled, “In the Matter of Register Publishing Co., Ltd. and Santa Ana International Typographical Union No. 579,” the same being Case No. C-2225,

before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) First amended charges filed by Santa Ana International Typographical Union No. 579, sworn to March 27, 1942.

(2) Complaint and notice of hearing issued by the National Labor Relations Board April 23, 1942.

(3) Certified copy of order designating Will Moslow, Trial Examiner for the National Labor Relations Board, dated May 2, 1942.

(4) Respondent's answer to complaint, sworn to May 5, 1942.

Items 1-4, inclusive, are contained in the exhibits and included under the following item:

(5) Stenographic transcript of testimony before Trial Examiner Will Maslow on May 7, 8, and 11, 1942, together with all exhibits introduced into evidence.

(6) Copy of Intermediate Report of Trial Examiner Maslow, dated June 11, 1942.

(7) Copy of order transferring case to the Board, dated June 13, 1942.

(8) Copy of respondent's letter, dated June 22, 1942, requesting extension of time to file exceptions.

(9) Copy of letter, dated June 25, 1942, granting all parties extension of time to file exceptions.

(10) Copy of respondent's letter, dated July 2 and 6, 1942, requesting further extension of time to file exceptions.

(11) Copy of letter, dated July 8, 1942, granting respondent further extension of time to file exceptions.

(12) Copy of respondent's letter, dated July 10, 1942, requesting still further extension of time to file exceptions.

(13) Copy of letter, dated July 15, 1942, denying request for still further extension of time to file exceptions.

(14) Copy of respondent's exceptions to the Intermediate Report.

(15) Copy of decision, findings of fact, conclusions of law and order issued by the National Labor Relations Board October 7, 1942, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof the Chief of the Order Section of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 3rd day of February, 1943.

[Seal]

JOHN E. LAWYER

Chief, Order Section

NATIONAL LABOR RELATIONS BOARD

[Endorsed]: No. 10364. United States Circuit Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Register Publishing Co., Ltd., a corporation, Respondent. Transcript of Record. Upon Petition for Enforcement of an Order of The National Labor Relations Board.

Filed February 9, 1943.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

In the United States Circuit Court of Appeals
for the Ninth Circuit

No. 10364

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

REGISTER PUBLISHING CO., LTD.,
Respondent.

On Petition for Enforcement of an Order of the
National Labor Relations Board

STATEMENT OF POINTS UPON WHICH
PETITIONER INTENDS TO RELY

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

Comes now the National Labor Relations Board, petitioner in the above proceeding, and in conformity with the revised rules of this Court heretofore adopted, hereby states the following points as those upon which it intends to rely in this proceeding:

1. Upon the undisputed facts, the National Labor Relations Act is applicable to respondent.

2. The Board's findings of fact are supported by substantial evidence. Upon the facts so found, respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (1), (3), and (5) of the Act.

3. The Board's order is valid and proper under the Act.

Dated at Washington, D. C., this 3rd day of February 1943.

NATIONAL LABOR RELATIONS BOARD

By ERNEST A. GROSS

Associate General Counsel

[Endorsed]: Filed Feb. 9, 1943. Paul P. O'Brien, Clerk.